

Vendor Name	Ref Doc	Award Date Ct	Validity Per. Start	Validity Period End	G/L Acct Long Text	Delivery Date	Original Value	Total PO Amount
CENTRE OF EXCELLENCE FOR	4500123599	2015-04-02	2015-04-02	2015-08-28	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-04-01	\$14,944.25	\$14,944.25
TBP & ASSOCIATES INC.	1908158060	2015-04-20	2015-04-20	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-04-17	\$24,860.00	\$24,860.00
IBM CANADA LTD	1935857995	2015-04-22	2015-04-22	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-04-15	\$24,860.00	\$24,860.00
GSI INTERNATIONAL CONSULTING G	1929458193	2015-05-04	2015-05-04	2015-06-30	EDP CONSULTANTS	2015-04-28	\$24,679.20	\$24,679.20
CCI LEADERSHIP INSTITUTE	4500124324	2015-05-12	2015-05-12	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-05-08	\$24,973.00	\$24,973.00
CONVERSART CONSULTING LTD.	1920458579	2015-07-02	2015-07-02	2015-12-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-12-31	\$24,408.00	\$24,408.00
COACHING ALLIANCES	1937158338	2015-07-06	2015-07-06	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-06-13	\$5,650.00	\$5,650.00
JHG CONSULTING NETWORK INC	1913858545	2015-07-06	2015-07-06	2015-10-07	EVALUATION SERVICES	2015-07-06	\$24,860.00	\$24,860.00
HALIFAX GROUP, THE	1928558714	2015-07-22	2015-07-22	2015-09-30	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-09-30	\$16,526.25	\$16,526.25
JHG CONSULTING NETWORK INC	1913858715	2015-07-23	2015-07-23	2016-01-31	EVALUATION SERVICES	2016-01-31	\$24,860.00	\$24,860.00
n12 Consulting Corp.	1940258855	2015-08-07	2015-08-07	2015-12-31	EDP CONSULTANTS	2015-12-31	\$24,238.50	\$24,238.50
NCR ASSOCIATES	1914758720	2015-08-21	2015-08-21	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-07-27	\$22,571.75	\$22,571.75
ALTIS HR	1927858963	2015-08-31	2015-08-31	2015-12-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-08-31	\$24,636.83	\$24,636.83
EXCELLENCE RHR CONSULTATION IN	1914758725	2015-09-04	2015-09-04	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-07-27	\$21,696.00	\$21,696.00
CACHE CONSULTING CORPO.	1939959386	2015-11-04	2015-11-04	2016-03-31	EDP CONSULTANTS	2015-10-23	\$24,992.78	\$24,992.78
PLEIAD CANADA INC.	1902459344	2015-11-06	2015-11-06	2017-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-11-06	\$14,940.98	\$14,940.98
PETER CAMERON AND ASSOCIATES I	1902459374	2015-11-16	2015-11-17	2017-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-11-17	\$11,300.00	\$11,300.00
MAXSYS	1929459319	2015-11-25	2015-11-25	2016-09-30	EDP CONSULTANTS	2015-11-20	\$11,300.00	\$16,950.00
AIM GROUP INC, THE	1927959565	2015-12-07	2015-12-07	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-01-29	\$24,860.00	\$24,860.00
DENNERY RESOURCES	1927059696	2015-12-18	2015-12-18	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2015-12-18	\$19,436.00	\$19,436.00
PROTAK CONSULTING GROUP INC	1929469621	2016-01-11	2016-01-11	2016-03-31	EDP CONSULTANTS	2015-12-15	\$24,814.80	\$24,814.80
SYSTEMSCOPE INC.	4500126833	2016-01-11	2016-01-11	2016-05-31	EDP CONSULTANTS	2015-12-23	\$24,973.00	\$24,973.00
I4C CONSULTING INC.	1940269523	2016-01-15	2016-01-15	2016-03-31	EDP CONSULTANTS	2016-01-15	\$38,808.72	\$38,808.72
LANSDOWNE TECHNOLOGIES INC.	1904669955	2016-01-28	2016-01-28	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-02-02	\$3,390.00	\$3,390.00
BEYOND TECHNOLOGIES CONSULTING	1939969943	2016-02-02	2016-02-02	2016-03-31	EDP CONSULTANTS	2016-03-31	\$24,012.50	\$24,012.50
DENNERY RESOURCES	1914760101	2016-02-12	2016-02-12	2016-03-31	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-02-11	\$9,986.38	\$9,986.38
ARTEMP PERSONNEL	1928068439	2016-02-17	2016-02-17	2016-09-30	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-04-01	\$23,363.88	\$23,363.88
PROTAK CONSULTING GROUP INC	1929460112	2016-02-25	2016-02-25	2016-03-31	EDP CONSULTANTS	2016-02-19	\$24,408.00	\$24,408.00
ORANGUTECH INC.	1929460113	2016-02-25	2016-02-25	2016-03-31	EDP CONSULTANTS	2016-02-19	\$24,950.40	\$24,950.40
SAMSON & ASSOCIÉS	1921960306	2016-03-03	2016-03-03	2016-04-30	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-03-31	\$19,888.00	\$19,888.00
FAST TRACK STAFFING INC.	1929460342	2016-03-09	2016-03-09	2016-07-31	EDP CONSULTANTS	2016-03-07	\$19,012.25	\$19,012.25
THE RIGHT DOOR	1921960410	2016-03-17	2016-03-17	2016-05-13	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-03-31	\$24,747.00	\$24,747.00
QMR STAFFING SOLUTIONS	1928560428	2016-03-30	2016-03-30	2016-06-30	OTHER PROFESSIONAL SERVICES - UNDER \$100,000/YEAR	2016-03-15	\$21,470.00	\$21,470.00

s.19(1)

Gouvernement du  
Canada

Page: 1

Professional Services Contract  
Contrat de services professionnelsContract N°  
N° du contrat  
**4500123599**Standing Offer N°  
N° de l'Offre à commande

Validity Date - Période Valide

From/De: 04/02/2015 To/À: 08/28/2015

			Value of contract - Valeur du contract	Tax Amount Montant de la taxe	Total Total
			13,225.00 CAD	1,719.25 CAD	14,944.25 CAD

Issuing Office Address - Adresse du bureau d'origine

**RESEARCH AND STATISTICS DIVISION**  
**DEPARTMENT OF JUSTICE CANADA**  
ATT: LOUISE FREITAS 613-957-9632  
284 WELLINGTON, EMB-6072  
OTTAWA ON K1A 0H8

Contractor's name and address - Nom et adresse de l'entrepreneur

**CENTRE OF EXCELLENCE FOR**  
**PS MARKETING**  
300-205 CATHERINE ST  
OTTAWA ON K2P 1C3  
CANADA

Financial codes - Codes financiers

70024 - 15 - 3750

Vendor - Fournisseur

**141827**

Contact Name - Personne-resource

Desbois, Sylvain

Tel. No - N° de tél.

613-960-4881

Tel. No - N° de tél.

Description - Description  
Social media monitoring

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguités, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

## APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of:

Ontario

Le contrat est administré selon les lois en vigueur dans la province suivante:

## FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

ALYSON MAC LEAN

Signature

Date

MM  
TL

## CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par l'agent autorisé.

Beverly Charette  
Signature Date 02 Apr 2015Contracting Authority - Autorité contractuelle  
Beverly Charette - Director CMM

Telephone - Téléphone

Address - Adresse

## CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR

The Contractor agrees and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérées dans ce document, les biens et/ou les services spécifiés au prix identifié dans le document.

April 6, 2015

Signature

Date

Canada

000002



Government of  
Canada

Gouvernement du  
Canada

Page: 2

**Professional Services Contract**  
**Contrat de services professionnels**

Contract N°  
N° du contrat

Standing offer N°  
N° de l'Offre à commando

4500123599

GENERAL CONDITIONS	CONDITIONS GÉNÉRALES
<p>The document setting out Justice Canada's General Conditions forms an integral part of this Service Contract as though expressly set out herein, subject to any other expressed terms and conditions herein contained.</p> <p>The document is available at: <a href="http://www.justice.gc.ca/eng/dept-min/cont/lfc-vl.html">http://www.justice.gc.ca/eng/dept-min/cont/lfc-vl.html</a></p>	<p>Le document énonçant les Conditions générales de Justice Canada sont partie intégrante de ce contrat de service comme si elles y étaient formellement reproduites; sous réserve des autres conditions contenues dans la présente.</p> <p>Ce document est disponible au: <a href="http://www.justice.gc.ca/fra/min-dept/cont/vf-lfc.html">http://www.justice.gc.ca/fra/min-dept/cont/vf-lfc.html</a></p>

Canada

000003

s.19(1)



Government of  
Canada

Gouvernement du  
Canada

Page: 3

**Professional Services Contract  
Contrat de services professionnels**

Contract N°  
N° du contrat  
**4500123599**

Standing offer N°  
N° de l'Offre à commande

**PART 6 : RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

**6.1 Statement of Work**

This Contract is being issued for the requirement of Professional Services for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

**6.2 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

**6.2.1 General Conditions**

2010B ( 2014-11-27 ), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

**6.3 Security Requirements**

6.3.1 There is no security requirement applicable to this Contract.

**6.4 Specific Person(s)**

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

Project lead: [REDACTED]

Project support: [REDACTED]

**6.5 Term of Contract**

**6.5.1 Period of the Contract**

The period of the Contract is from award date to August 28, 2015 inclusive.

**6.5.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 1 additional 4 months period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment

**6.6 Authorities**

**6.6.1 Contracting Authority**

The Contracting Authority for the Contract is:

Sylvain Desbois

Canada

s.19(1)



Gouvernement du  
Canada

Page: 4

**Professional Services Contract  
Contrat de services professionnels**

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500123599	

Contracts Management Officer  
284 Wellington Street - EMB1233  
Ottawa, Ontario K1A 0H8

Telephone : 613-960-4881  
E-mail : [sylvain.desbois@justice.gc.ca](mailto:sylvain.desbois@justice.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### 6.6.2 Project Authority

Mylène Lambert  
Researcher  
Research and Statistics Division  
284 Wellington Street - EMB 6073  
Ottawa, Ontario  
K1A 0H8

Telephone : 613-957-7410  
E-mail : [mylene.lambert@justice.gc.ca](mailto:mylene.lambert@justice.gc.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 6.6.3 Contractor's Representative

[REDACTED] Managing Partner  
Centre of Excellence for Public Sector Marketing (CEPSM)  
300-205 Catherine Street  
Ottawa, ON  
Telephone: [REDACTED]  
E-mail address: [REDACTED]@cepsm.ca

#### 6.7 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

#### 6.8 Payment

##### 6.8.1 Basis of Payment : Firm lot price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price as specified in Annex B - Basis of Payment, for a cost of \$13,225.00. Customs duties are included, and Applicable Taxes are extra, if applicable.

Canada



Government of  
Canada

Gouvernement du  
Canada

Page: 5

**Professional Services Contract  
Contrat de services professionnels**

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500123599	

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

**6.8.2 Authorized Travel and Living Expenses**

Canada will not pay any travel or living expenses associated with performing the Work.

**6.9 Method of Payment**

**6.9.1 Milestone Payments**

For the work as described in Annex A - Statement of Work, Canada will make milestone payments in accordance with the Schedule of Milestones outlined in Annex B and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

**6.9.2 Payment by Direct Deposit**

Payments by direct deposit will be subject to article 19 - Payment Period and Article 20 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services - forming part of this Contract.

To complete a direct deposit registration, the Contractor must complete and submit the Recipient Electronic Payment Registration Request Form from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under article 19 - Payment Period and Article 20 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services - forming part of this Contract will not apply, until the Contractor corrects the matter.

**6.10 Accounts and Audit**

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any

Canada



Gouvernement du  
Canada

Page: 6

**Professional Services Contract**  
**Contrat de services professionnels**

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500123599	

credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

**6.11 Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

**6.12 Invoicing Instructions**

**6.12.1** The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.

Each claim must be supported by the following, where applicable:

- a) a copy of time sheets to support the time claimed;
- b) a copy of the release document and any other documents as specified in the Contract;
- c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d) a copy of the monthly progress report.

**6.12.2** Claims must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

**6.13 No Responsibility to Pay for Work not performed due to Closure of Government Offices**

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

**6.14 Certifications Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

**6.15 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

**6.16 Priority of Documents**

The order of documents shown below reflects current Policy and Legal advice. The Contracting Authority must amend the list to reflect the applicable documents and list the annexes in order of priority, as applicable. When more than one supplemental general conditions apply to the requirement, the Contracting Authority must identify the supplemental general conditions in ascending order.

Canada



Gouvernement du  
Canada

Page: 7

**Professional Services Contract**  
**Contrat de services professionnels**

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500123599	

numerical sequence based on the identification number.

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010 ( 2014-11-27 )
- (d) Annex A, Statement of Work ;
- (e) Annex B, Basis of Payment
- (f) Supply Arrangement Number E60ZT-120001/531/ZT and
- (g) the Contractor's bid dated March 9, 2015

**6.17 Basis for Canada's Ownership of Intellectual Property**

The Department of Justice has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: the bidder has declared in writing that he is not interested in owning the Intellectual Property Rights in Foreground Information;

**6.18 Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

**6.19 Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

**6.20 Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The

Canada



Gouvernement du  
Canada

Page: 8

**Professional Services Contract  
Contrat de services professionnels**

Contract N° N° du contrat	Standing offer N° N° de l'Offre & commande
4500123599	

Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

**6.21 Government of Canada Web Standards**

The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard of Web Accessibility, the Standard on Web Usability, the Standard on Web Interoperability, and the Standard on Optimizing Websites and Applications for Mobile Devices.

In addition, the Work must comply with the standards and guidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available from the department or agency's Web Standards Centre of Expertise

**6.22 Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

**6.23 Intellectual Property Infringement and Royalties**

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

Canada



Government of  
Canada

Gouvernement du  
Canada

Page: 9

**Professional Services Contract  
Contrat de services professionnels**

Contract N°  
N° du contrat  
**4500123599**

Standing offer N°  
N° de l'Offre à commande

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.  
If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

**ANNEX A: STATEMENT OF WORK**

**1. TITLE**

Social media monitoring: Dissatisfaction with the justice system

**2. OBJECTIVE**

The project will explore the aggregate conversation trends taking place surrounding dissatisfaction with the justice system overall. Social media is an often overlooked and underexploited source of information on frustration and dissatisfaction in contemporary society. It is hoped that this project will help identify emerging issues for the Department, and suggest new areas for research and exploration.

**3. BACKGROUND STATEMENT**

Over the last few years, Justice Canada has had an active presence on social media. Among other things, Justice Canada uses these platforms to share reports, announce funding and new legislation, post photos of events and comment on news reports. These "digital activities" can also be used to inform the public, provide the Justice department's orientation, seek the public's reaction, stimulate dialogue, and prompt individual's points of view on different issues.

In all of these messages and conversations, there could be implicit disapproval, dissatisfaction or praise and approval. The points of dissatisfaction and disapproval are especially important because they could be areas the Government of Canada could review to explore the concerns of Canadians.

Even without formal digital activity from the department, Justice Canada finds lot of "conversations" and reaction on social media related to people starting discussions and showing frustration regarding the justice system in their personal lives (ex. spouse not paying child support and "government not doing anything about it #.", for example). The conversations could also be related to justice system cuts, to government litigation, etc.

Sometimes, the conversations or expressions of frustration lead to other topics or become linked to other systems such as health, education, parenting, public legal information, etc. For example, someone can complain about graffiti and the fact that "nobody is there to punish those kids#." In this instance, a multidimensional assessment of the graffiti problem may actually be a product of poor parenting, limited social support and poor social cohesion. This more nuanced conversation that involves multiple related issues will be explored in this project.

Research and Statistics Branch.

**4 REQUIREMENT DESCRIPTION**

**4.1 SCOPE**

The project will explore the aggregate conversation trends taking place surrounding dissatisfaction with the justice system overall. Social media is an often overlooked and underexploited source of information on frustration and dissatisfaction in contemporary society. It is hoped that this project will help identify emerging issues for the Department, and suggest new areas for research and

Canada



Gouvernement du  
Canada

Page: 10

**Professional Services Contract  
Contrat de services professionnels**

Contract N°  
N° du contrat  
**4500123599**

Standing offer N°  
N° de l'Offre à commande

exploration.

Research questions:

Over the last 90 days (historical data is limited to 90 days):

1. What are the key issues/themes/topics and communities of dissatisfaction prevalent on social media in relation to the justice system in Canada?
2. Who are the key influencers/commentators within communities of dissatisfaction?
3. What are the key concerns of communities of dissatisfaction?
4. What additional issues/topics are discussed within communities of dissatisfaction?
5. What other communities do these communities of dissatisfaction associate with (e.g. health, education, parenting, etc#)?
6. What is the conversation volume?
7. What are the trending links, photos, videos, and hashtags?

#### **4.2 TASK / DETAILED SERVICES**

1. Hold project launch meeting
2. Develop project work plan and schedule of activities, tasks and timelines (CEPSM will work with the Project Authority to finalize the proposed Work Plan and schedule of activities, tasks and timelines. Once finalized, a copy will be sent to the Project Authority.)
3. Research and review provided internal documents (In order to attain a comprehensive understanding of the context surrounding this Justice Canada initiative, CEPSM will review any critical documents and policies that are relevant to the project and within scope)

##### **4. Conduct a Social Media Presence Audit**

A social media presence audit allows an organization to gather actionable evidence-based insights and business intelligence through the strategic monitoring and network analysis of public social media content. CEPSM will begin by working collaboratively with Justice Canada to create focused keyword groups (maximum 5) based on the topics that are most pertinent to Justice Canada and best address the research questions provided in the Statement of Work.

This stage also involves creating source filters, adjusting skewed data and testing the integrity of initial results before performing deeper analysis. CEPSM will thoroughly sift through and clean the resulting datasets for each keyword group. Using the tools to which they subscribe, CEPSM will go back in time (90 days) to provide "snapshot data" over a specific time-period, ensuring that results are not skewed by a single event.

Additionally, various geo-filtering tools and techniques will be used to ensure the dataset is comprised of primarily Canadian results (unless requested otherwise). For each keyword group CEPSM will include actionable insights surrounding: Key Influencers, network visualization (using exported raw datasets), seasonality patterns, conversation volume, trending links, photos, videos, key hashtags, sentiment analysis, etc.

All of the information gathered will be thoroughly analyzed by CEPSM data analysts to gain a better understanding of context and relevancy in relation to the research goals and strategic priorities of Justice Canada. Once complete, CEPSM will develop a comprehensive visual report in PPTX format to summarize its findings.

#### **4.3 DELIVERABLES AND ACCEPTANCE CRITERIA**

Canada



Government of  
Canada

Gouvernement du  
Canada

Page: 11

**Professional Services Contract  
Contrat de services professionnels**

Contract N°  
N° du contrat  
**4500123599**

Standing offer N°  
N° de l'Offre à commande

**DELIVERABLE 1 : PROJECT MEETING**

-CEPSM will meet with the Project Authority as well as key project stakeholders to gain a better understanding of the organization, desired project outcomes and the action items associated with the delivery of all tasks and deliverables. Part of this meeting would also include initial brainstorming of keyword group suggestions.

Due date: Week of April 6, 2015

**DELIVERABLE 2 : WORKPLAN**

-CEPSM will work with the Project Authority to finalize the proposed Work Plan and schedule of activities, tasks and timelines. Once finalized, a copy will be sent to the Project Authority.

Due date: Week of April 13, 2015

**DELIVERABLE 3 : RESEARCH AND REVIEW**

-In order to attain a comprehensive understanding of the context surrounding Justice Canada initiative, CEPSM will review any Justice documents and policies that are relevant to the project and within scope.

Due date: Week of April 13, 2015

**DELIVERABLE 4 : SOCIAL MEDIA AUDIT ( DRAFT )**

-Conduct a Social Media Presence Audit (Draft)

Due date: Week of April 30, 2015

**DELIVERABLE 5: SOCIAL MEDIA AUDIT ( FINAL )**

-Conduct a Social Media Presence Audit (Final)

Due date: Week of May 14, 2015

**DELIVERABLE 6: SENIOR MANAGEMENT PRESENTATION**

-CEPSM will perform final revisions and deliver a condensed summary presentation of the Social Media Presence Audit geared specifically to the needs and interests of Senior Management.

Due date: Before August 28, 2015

All draft deliverables will be provided to the Project Authority in Word format and Power Point format through email. The final version will also be provided in PDF version. The Project Authority will have one week comment on the Social media presence audit draft.

**5. Support Provided by Canada**

The Project Authority will provide any relevant public documents that Justice Canada has on hand.

**ANNEX B: BASIS OF PAYMENT**

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

**Deliverable 1-2-3:**

Firm Amount : \$1,725.00

**Deliverable 4-5:**

Firm Amount : \$9,975.00

**Deliverable 6:**

Firm Amount : \$1,725.00

Canada

s.19(1)

Government of Canada		Gouvernement du Canada		Supply Arrangement/Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats									
From - Demande		Date of solicitation - Date de l'invitation à soumissionner		Accounting Office Code Code du bureau comptable	Requisition No. - Demande Ord. Off - Inv. demand. Yr. - An. Ser. No. - N° de série	Page 1 of 13							
PORDONICK, KAYLA NATIONAL CAPITAL REGION RÉGION DE CAPITALE NATIONALE 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA  PHONE: 613-945-9012 FAX:		Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de :		19081	19081 15 8060	Inspection Agency - Chambre de l'inspection							
<p>Request for proposal <input type="checkbox"/> Demande de proposition</p> <p>Contract <input checked="" type="checkbox"/> Contrat</p> <p>Amendment <input type="checkbox"/> Modification</p>				Destination	Conditions et désignation, si toutefois spécifiées herein. Destination au sujet de confirmation oral et/ou par écrit.								
				CONTRACTS & MATERIEL MANAGEMENT DEPARTMENT OF JUSTICE CANADA ATT: DENISE LALONDE (613-948-2525) 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA	Direct Inquiries to: Adresser toutes demandes de renseignements à : PORDONICK, KAYLA 613-945-9012								
<p>Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.</p> <p>A moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane, cotisations et la base d'excise pertinente compris. Le taux sur les produits et services (TPS) n'est pas compris dans les prix unitaires. Le TPS applicable aux prix unitaires est en sus. Le TPS est compris dans le coût total estimé. Les prix comprennent les frais d'emballage et de conditionnement et sont FOB (comme pour les biens de livraison) aux destinataires indiqués dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'arrangement en matière d'approvisionnement.</p>				All invoices, shipping bills and packing slips must include the number indicated in this box: <b>1908158060</b>	Invoices - Original and two copies are to be sent to: Facture - Remplir et envoyer l'original et deux copies à : CONTRACTS & MATERIEL MANAGEMENT DEPARTMENT OF JUSTICE CANADA ATT: DENISE LALONDE (613-948-2525) 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA								
				Amendment No. - N° de la modification	Previous Value - Valeur précédente								
				Incubator - Incubateur	Revised Value - Nouvelle Valeur								
Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fee/Mtl. Unit Taux/mois. Unité	GST% %TPS	GST Total Total TPS	Total				
<b>CONTRACT SPECIFICATIONS</b>													
<p><b>1. SECURITY REQUIREMENT</b> The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract:</p> <p><b>1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works</b></p>													
Solicitation close - L'invitation à soumissionner prend fin le A1 - A 00/00/00		The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments thereto, the supplies and/or services listed herein and at the price(s) set out therein. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.								Place point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.			
On - Le  Name and address of Vendor - Nom et adresse du fournisseur TBP & ASSOCIATES INC. 19 CHATHAM GDNS NEPEAN ON K2J 3M3 CANADA Phone: 613-762-4652		Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, démontrés dans les présentes et dans toute autre offre ou proposition, au prix ou prix indiqué. Les réponses à une demande de proposition présentée par un fournisseur devront être considérées comme des offres de vente.								F.O.B. Point - Point FAB Destination  Pursuant to Section 32(1) of the Financial Administration Act, funds are withheld. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont détenus. <b>PR 1000018060 or file</b> Signature			
Vendor No. - N° du Fournisseur 142451		Date 2015-04-17 Telephone No. - N° de Téléphone 613-823-0456								Total Estimated Cost Coût global estimé <b>\$ 24,860.00</b>	For the Minister - Reçu par le Ministre <b>Karen Lacour</b>		
<p>Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions spécifiées dans les présentes.</p> <p><input type="checkbox"/> You are requested to supply as indicated herein. Nous vous demandons de nous faire savoir si vous êtes en mesure de nous livrer dans les délais indiqués.</p> <p><input type="checkbox"/> Retain the signed copy for future reference. Préservez la copie signée pour référence future.</p>										The Vendor hereby accepts/accepte les termes. Le fournisseur reconnaît que les termes sont à ses connaissances et qu'il les accepte.			



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

From - Ded

PORDONICK, KAYLA  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
PHONE: 613-946-9012  
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:  
Les clauses 1 et 2 ci-dessous font partie du document de :

- Request for proposal  Demande de proposition  
Contract  Contrat  
Amendment  Modification

Accounting Office Code  
Code du bureau comptable  
19081

Requisition No. - Demande  
Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série  
19081 15 8060

Page 1 of 13

Inspection Agency - Charge de l'inspection

Consignee at destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-dessus.

Direct inquiries to:  
Adresser toutes demandes de renseignements à:  
PORDONICK, KAYLA  
613-946-9012

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box.

1908158060

Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissances et tous les bordereaux d'accompagnement.

Invoices - Original and two copies are to be sent to:  
Factures - REMPLIR et envoyer l'original et deux copies à :

CONTRACTS & MATERIEL MANAGEMENT  
DEPARTMENT OF JUSTICE CANADA  
ATT: DENISE LALONDE (613-948-2525)  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/382/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/382/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<b>CONTRACT SPECIFICATIONS</b> <b>1. SECURITY REQUIREMENT</b> The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract: <b>1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works</b>								

Solicitation closes - L'invitation à soumissionner prend fin le  
At - A 00:00:00

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets and the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

State point of manufacture/shipping of goods or where service is to be performed.  
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

TBP & ASSOCIATES INC.  
19 CHATHAM GDNS  
NEPEAN ON K2J 3M3  
CANADA  
Phone: 613-762-4652

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou eux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

F.O.B. Point - Point FAB      Destination  
Pursuant to Section 32(1) of the Financial Administration Act, funds are available.  
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

PR 1000018060 on file  
Signature  
Date

Vendor No. - No. du Fournisseur

142451

Fax No. - No. de Télécopie

613-823-0456

JUS 9200-11 (07/2008)

Signature      Date      Telephone No. - N° de téléphone  
 Your offer is accepted to the extent specified herein.  
 Votre offre est acceptée aux conditions exposées dans les présentes.

The Vendor hereby accepts/acknowledges this contract.  
Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

Signature

Title - Titre



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement/Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>and Government Services Canada (PWGSC).</p> <p>1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.</p> <p>1.3 The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.</p> <p>1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</p> <p>1.5 The Contractor/Offeror must comply with the provisions of the:</p> <ul style="list-style-type: none"><li>a. Security Requirements Check List, attached at Annex B;</li><li>b. Industrial Security Manual (Latest Edition).</li></ul> <p>2. STATEMENT OF WORK</p> <p>The Contractor must perform the Work in accordance with the Statement of Work at Annex A.</p> <p>3. STANDARD CLAUSES AND CONDITIONS</p> <p>All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>) issued by Public Works and Government Services Canada.</p> <p>3.1 General Conditions</p> <p>2010B (2015-09-25) General Conditions - Professional Services (Medium Complexity), apply to and form part of the contract.</p> <p>3.2 Supplemental General Conditions</p> <p>4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.</p> <p>4. TERM OF CONTRACT</p> <p>The Work is to be performed during the period of April 20, 2015 to March 31, 2016.</p> <p>5. AUTHORITIES</p> <p>5.1 Contracting Authority</p> <p>The Contracting Authority for the Contract is:</p> <p>Kayla Pordonick Contracting and Materiel Officer Department of Justice Canada 284 Wellington Street, EMB 1245 Ottawa ON, K1A 0H8.</p>								

s.19(1)  
s.20(1)(c)



Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**

**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Vel. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Telephone: 613-946-9012 Email: Kayla.Pordonick@justice.gc.ca</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p><b>5.2 Technical Authority</b> The Technical Authority for the Contract is: Beverly Charette Director of Contracting and Material Management Department of Justice Canada 284 Wellington Street, EMB 1152 Ottawa ON, K1A 0H8 Telephone: 613-941-7343 Email: Beverly.Charette@justice.gc.ca</p> <p>The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p><b>6. PAYMENT</b></p> <p><b>6.1 Basis of Payment - Firm Unit Price</b> In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below in 6.1.1 Basis of Payment - Professional Fees. Customs duties are included and Applicable Taxes are extra.</p> <p>Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.</p> <p><b>6.1.1 Basis of Payment - Professional Fees</b> Resource: [REDACTED] Per Diem Rate: [REDACTED] Level of Effort: up to a maximum of [REDACTED] days</p> <p>For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days</p>								

JUS 9200-11 (07/2006)

Requisition No. - Demande	Ord. Off - Bur. demand.	Yr. - An.	Ser. No. - N° de série
	19081	15	8060

Page 3 of 13



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.</p> <p><b>6.2 Limitation of Expenditure</b>  <b>6.2.1</b> Canada's total liability to the Contractor under the Contract must not exceed \$22,000.00. Customs duties are included and Applicable Taxes are extra.</p> <p><b>6.2.2</b> No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <ul style="list-style-type: none"> <li>a. when it is 75 percent committed, or</li> <li>b. four (4) months before the contract expiry date, or</li> <li>c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.</li> </ul> <p><b>6.2.3</b> If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p><b>6.3 Method of Payment</b>      Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none"> <li>a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;</li> <li>b. all such documents have been verified by Canada;</li> <li>c. the Work delivered has been accepted by Canada.</li> </ul> <p><b>6.4 Payment by Direct Deposit</b>      Payments by direct deposit will be subject to Article 14. - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity), forming part of this Contract.</p> <p>To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form that can be</p>								

 Government of Canada Gouvernement du Canada Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>obtained from the Department of Justice internet site at: <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a>.</p> <p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in General Conditions - Professional Services (Medium Complexity), forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p><b>7. ACCOUNTS AND AUDIT</b></p> <p>7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.</p> <p>7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.</p> <p>7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.</p> <p>7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at</p>								

JUS 9200-11 (07/2006)

Requisition No. - Demande	Ord. Off - Bur. demand.	Yr. - An.	Ser. No - N° de série
	19081	15	8060

Page 5 of 13



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Vale. limite	GST% %TPS	GST Total Total TPS	Total
	<p>any given time, Canada does not lose this right.</p> <p><b>8. INVOICING INSTRUCTIONS</b> The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.</p> <p>Invoices must be submitted to: Denise Lalonde Administrative Assistant Department of Justice Canada 284 Wellington Street, EMB 1158 Ottawa ON, K1A 0H8 Telephone: 613-946-4264 Email: Denise.Lalonde@justice.gc.ca</p> <p><b>9. NO RESPONSIBILITY TO PAY FOR WORK NOT PERFORMED DUE TO CLOSURE OF GOVERNMENT OFFICES</b></p> <p>9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p> <p>9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.</p> <p><b>10. CERTIFICATIONS COMPLIANCE</b> Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.</p> <p><b>11. APPLICABLE LAWS</b> The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.</p> <p><b>12. PRIORITY OF DOCUMENTS</b></p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Vat. Limit Taux/Vat. limite	GST% %TPS	GST Total Total TPS	Total
	If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list. a. the Articles of Agreement; b. the supplemental general conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information; c. the general conditions 2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity); d. Annex A, Statement of Work; e. Annex B, Security Requirements Check List; f. Supply Arrangement Number E60ZT-120001/382/ZT; and g. the Contractor's bid dated April 14, 2015.								
	<b>13. TRANSLATION OF DOCUMENTATION</b> The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.								
	<b>14. REPLACEMENT OF SPECIFIC INDIVIDUALS</b>								
	14.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.								
	14.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide: (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.								
	14.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract</p> <p><b>15. OWNERSHIP</b></p> <p>15.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>15.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>15.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>15.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p><b>16. LIABILITY</b></p> <p>The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.</p> <p><b>17. INTELLECTUAL PROPERTY INFRINGEMENT AND ROYALTIES</b></p> <p>17.1 The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of</p>								



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Vel. limite	GST% %TPS	GST Total Total TPS	Total
	<p>any kind to anyone in connection with the Work.</p> <p>17.2 If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>17.3 The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none"> <li>(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or</li> <li>(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or</li> <li>(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or</li> <li>(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.</li> </ul> <p>17.4 If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:</p> <ul style="list-style-type: none"> <li>(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or</li> <li>(b) modify or replace the Work to avoid intellectual property</li> </ul>								

 Government of Canada Gouvernement du Canada Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid. If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p><b>ANNEX A – STATEMENT OF WORK</b></p> <p><b>1 REQUIREMENT</b></p> <p>1.1 The Director Contracting and Materiel Management Division (CMMMD) requires a Senior Procurement Specialist in support of conducting a review existing contracting services supporting the delivery of Legal Services across the Department of Justice.</p> <p><b>2 BACKGROUND</b></p> <p>2.1 The Management and the Chief Financial Officer Sector is currently engaged in finding ways to be more efficient and effective in delivering on its core business responsibilities by streamlining processes, introducing best practices, leveraging technology, and pursuing creative solutions to fulfill its mandate.</p> <p>2.2 As part of the Management and the Chief Financial Officer Sector, CMMMD is responsible for the core business responsibilities of procurement, contracting and materiel management services and advice to managers at all levels. CMMMD is designated as a Functional Specialist within the Department of Justice.</p> <p>2.3 CMMMD must execute their responsibilities in a timely basis to meet the needs of their respective client organizations and stakeholders in the delivery of legal services. As Functional Specialist, CMMMD is working to review all Department of Justice internal contracting processes to ensure we are delivering the most efficient and effective client service.</p> <p><b>3 OBJECTIVE</b></p> <p>3.1 The objective of this requirement is for senior procurement specialist services to support the Contracting and Materiel Management Division review of contracting processes.</p>								

JUS 9200-11 (07/2006)

Requisition No. - Demande	Ord. Off - Bur. demand.	Yr. - An.	Ser. No - N° de série
	19081	15	8060

Page 10 of 13



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Vale. limite	GST% %TPS	GST Total Total TPS	Total
4	<p><b>CONSTRAINTS</b></p> <p>4.1 There will be a requirement for the Contractor to access information available exclusively at Canada's facilities located in the National Capital Region (NCR).</p> <p>4.2 All reports, data, documents, or materials, provided to the Contractor by Canada or produced by the Contractor personnel in providing services under the Contract, remains the property of Canada and will be used solely in support of this requirement. The Contractor shall be required to safeguard the preceding information and materials from unauthorized use and shall not release them to any third party, person or agency external to the Department of Justice without the express written permission of the Technical Authority (TA). Such information and material shall be returned to the TA upon completion of the services or when requested by the TA.</p> <p>4.3 Any resultant contracting process must be in accordance with all Government of Canada Laws and Regulations, as well as all Treasury Board of Canada Policies and Directives.</p> <p><b>SCOPE</b></p> <p>5.1 The work associated with this contract includes the following:</p> <p>5.1.1 Reviewing existing Department of Justice contracting processes currently in place commencing with Expert Witness process ;</p> <p>5.1.2 Identifying and proposing solutions to enhance existing contracting processes, including identification of pros, cons, and risk areas of each;</p> <p>5.1.3 Supporting the Expert Witness Working Group co-chaired by CMMD;</p> <p>5.1.4 Review existing templates identifying opportunities for streamlining, recommending areas for elimination, etc;</p> <p>5.1.5 Support the development of a Contracting SharePoint site for CMMD;</p> <p>5.1.6 Review existing CMMD training packages and make recommendations for updating to support new processes, or to enhance functional specialist role;</p> <p>5.1.7 Preparing briefings/presentations for senior management meetings and approval;</p> <p>5.1.8 Attending meetings and briefings;</p>								

JUS 9200-11 (07/2006)

Requisition No. - Demande	Ord. Off - Bur. demand.	Yr. - An.	Ser. No - N° de série
19081		15	8060

Page 11 of 13



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Vel. limite	GST% %TPS	GST Total Total TPS	Total
	<p>5.1.9 Leading or participating in developing contracting process maps and roles and responsibilities tables for Department of Justice OPIs involved in the contracting process;</p> <p>5.1.10 Preparation of lesson learned reports supporting the review; and</p> <p>5.1.11 Other work as identified by the Technical Authority.</p> <p><b>6 DELIVERABLES</b></p> <p>6.1 The Contractor will be required to deliver the following:</p> <p>6.1.1 Briefings/presentations/documentation in support of existing and revised contracting processes;</p> <p>6.1.2 Existing/revised process maps in supporting of contracting processes;</p> <p>6.1.3 Roles and Responsibilities chart supporting contracting processes; and</p> <p>6.1.4 Updated training packages as required.</p> <p>6.2 Deliverable due dates will be agreed upon between the Technical Authority and the Contractor.</p> <p><b>7 WORK LOCATION</b></p> <p>7.1 Completion of some tasks will require the Contractor's resources to be present at Department of Justice facilities in various locations in the National Capital Region. All other work will be performed at the Contractor's facility using the Contractor's resources.</p> <p><b>8 TRAVEL</b></p> <p>8.1 Travel is not anticipated. Should this change and it be necessary to travel, the Technical Authority must authorize the travel in advance and the Department of Justice will reimburse the costs according to Treasury Board travel policies. Any local travel within the National Capital Region (NCR) and the surrounding area is the responsibility of the Contractor and the Contractor shall be responsible for all associated expenses.</p> <p><b>9 MEETINGS</b></p> <p>9.1 The Contractor, upon request from the Technical Authority, will be required to attend meetings at Department of Justice facilities in the NCR.</p>								

s.19(1)  
s.20(1)(c)



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
00010	<p>10 Applicable Documents</p> <p>10.1 The work must be done in accordance with the following documents:</p> <p>10.1.1 Government of Canada Laws/Regulations in support of contracting (on-line)</p> <p>10.1.2 Treasury Board of Canada Policies and Directives in support of contracting (on-line)</p> <p>10.1.3 Department of Justice internal policies and directives (to be provided)</p> <p>10.2 The Technical Authority may provide other relevant documents as required during the course of the Contract.</p> <p>11 Language Requirements</p> <p>11.1 All deliverables must be completed in the English language.</p> <p>ANNEX B - SECURITY REQUIREMENTS CHECK LIST Please see attached for a copy of Common PS SRCL #6.</p> <p>Contracting Process Review - [REDACTED]</p> <p>Financial Codes Codage financier 0130-20060-15--3750 -4170</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	2015.04.20	2016.03.31	19081	[REDACTED]	[REDACTED]	13%	2,860.00	24,860.00

JUS 9200-11 (07/2006)

Requisition No. - Demande	Ord. Off - Bur. demand.	Yr. - An.	Ser. No - N° de série
19081	15	8060	

Page 13 of 13

s.19(1)



Government of  
Canada



Gouvernement du  
Canada

From - Od  
**BEAUVAIS-LEFORT, M**  
NATIONAL CAPITAL REGION  
REGION DE CAPITALE NATIONALE  
286 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
PHONE: 613-952-2243  
FAX:

Under authority no. can be issued by the Crown. All prices are to be in Canadian funds and include applicable Goods and Services Tax (GST) and Excise taxes. The Goods and Services Tax (GST) is included from unit prices. GST is extra as applicable to the unit price. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein, municipal taxes are not applicable, for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les programmes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadienne et la taxe d'accise partent au consignat. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix indiqués. La TPS peut être ajoutée aux prix unitaires si tel est le cas. La TPS peut être comprise dans le coût estimé. Les droits de douane et les taxes provinciales sont comprises dans les prix indiqués et non dans les taxes de livraison. Pour les taxes municipales, voir l'Arrangement en matière d'approvisionnement.

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Code of solicitation - Code de l'invitation à soumissionner	Request No. - Demande	Page
Clauses (1) and (2) below will form part of this Les clauses 1 et 2 ci-dessous font partie de ce document de	19358 Old CS - Inv. demand 19358 15 Mar 10 - 10 de 12	1 of 12

Request for proposal	Demanded	Request Agency - Charge de l'inspiration
<input type="checkbox"/> Demands de proposition		
<input checked="" type="checkbox"/> Contract	ABORIGINAL AFFAIRS PORTFOLIO DEPARTMENT OF JUSTICE CANADA ATT: JENNIFER VOZ (613-946-7483) 100 METCALFE ST 6TH FLOOR OTTAWA ON K1P 5M1 CANADA	Consignee at destination unless specified herein Demandeur au PCN si destination autre que celle indiquée ci-dessus.
<input type="checkbox"/> Amendment		

All invoices, shipping bills and packing bills must include the number indicated in this box	Instructions - Demande - Demandeur et deux copies à... Factures - Preuve et envoi à l'original et deux copies à...
Le mandat d'ordonnance contient une case à cocher pour indiquer que toutes les factures doivent être envoyées, toutes les commandes et tous les bordereaux accompagnés.	

1935857995

Amendment No. - N° de la modification	Previous Value - Valeur précédente	Next Value - Nouvelle Valeur
		Revised Value - Nouvelle Valeur

Inv. ID#CS - Inv. Num.	Revised Value - Nouvelle Valeur
------------------------	---------------------------------

1. The "Minister" means the Minister of Justice Canada and any other person authorized in act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in CSC Supply Arrangement Serial No. E602T-120001/208/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.  
Les termes et conditions figurant dans l'Arrangement en matière d'approvisionnement d'ABC, intervenu entre le fournisseur et la Couronne, représenté par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E602T-120001/208/ZT sont incorporés dans la présente.

Item Article	Description	From - Du Y-A-H-E-J	To - À Y-S-M-D-J	Designee Code Code consignataire	No. of Days N° de jours	Fees/AVL Limit Tax/VAT limite	GST% TPS%	GST Total Total TPS	Total
	<b>Resulting Contract Clauses</b> E602T-120001/208/ZT								
	<b>i. Security Requirement</b> <b>SECURITY REQUIREMENT FOR CANADIAN SUPPLIER</b> PRGSC FILE # COMMON-PS-SRCL822								
	1.1 The Contractor/Officer must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET,								
Supplier details - Informations sur le fournisseur serial No M- A-A	The Vendor agrees and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies agreed to be supplied to the Minister and on any attached sheets or the prospectus set out thereto. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.								
On - Le	Le fournisseur offre et consent de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joint, les biens ou services, ou les denrées, détaillés dans les présentes et dans toute annexe qui sera présentée, au prix indiqué. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.								
Name and address of Vendor - Nom et adresse du fournisseur IBM CANADA LTD 1610-340 ALBERT ST OTTAWA ON K1R 7Y6 CANADA Phone:	Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres capitales)								
Vendor No - N° du Fournisseur 133921	Date - Date April 22, 2015	Time - Temps							
	Your offer is accepted in the manner specified herein. <input type="checkbox"/> Vous offre est acceptée dans les termes spécifiés ci-dessous.	You are requested to supply as indicated herein. <input type="checkbox"/> Nous vous demandons de nous faire par écrit la preuve que votre offre est acceptée.							

State point of manufacture/point of goods or where service is to be performed.  
Indiquer le lieu de fabrication ou d'exécution des biens, ou encore le lieu où les services doivent être rendus.

P.O.B. - Point PAB      Destination

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.  
En vertu de l'article 32(1) de la loi sur la gestion des deniers publics, des fonds sont disponibles.

For the Minister Responsible  
\$ 24,860.00  
Date  
Apr 10 2015  
Signature  
Helen Lacombe  
For the Minister Responsible



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

From - Dem

BEAUVAIS-LEFORT, M  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
PHONE: 613-952-2243  
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:  
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal  Demande de proposition

Contract  Contrat

Amendment  Modification

Accounting Office Code

Code du bureau comptable

19358

Requisition No. - Demande

Ord. Off - Bur. demand.

19358

Yr. - An.

15

Ser. No - N° de série

7995

Page

1

of

12

Inspection Agency - Chargé de l'inspection

Consignee at  
destination unless  
specified herein. Destinataire au point  
de destination sauf  
si indiqué ci-dessus.

Direct inquiries to:  
Adresser toutes demandes de renseignements à:  
BEAUVAIS-LEFORT, M  
613-952-2243

Destination

ABORIGINAL AFFAIRS PORTFOLIO  
DEPARTMENT OF JUSTICE CANADA  
ATT: JENNIFER VOZ (613-946-7483)  
100 METCALFE ST 6TH FLOOR  
OTTAWA ON K1P 5M1  
CANADA

All invoices, shipping bills  
and packing slips must  
include the number  
indicated in this box

Le numéro figurant dans cette case  
doit être indiqué dans toutes les factures,  
tous les connaissances et tous les  
bordereaux d'accompagnement.

1935857995

Invoices - Original and two copies are to be sent to:  
Factures - Remplir et envoyer l'original et deux copies à :

ABORIGINAL AFFAIRS PORTFOLIO  
DEPARTMENT OF JUSTICE CANADA  
ATT: JENNIFER VOZ (613-946-7483)  
100 METCALFE ST 6TH FLOOR  
OTTAWA ON K1P 5M1  
CANADA

Amendment No. - N° de la modification

Previous Value - Valeur précédente

Inc./Dacs. - Aug./Dim.

Revised Value - Montant Révisé

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/208/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/208/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A-M D-J	To - À Y-A-M O-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	Resulting Contract Clauses E60ZT-120001/208/ZT								
	1. Security Requirement SECURITY REQUIREMENT FOR CANADIAN SUPPLIER PWGSC FILE # COMMON-PS-SRCL#22								
	1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET,								

Solicitation closes - L'invitation à soumissionner prend fin le  
At - À 00:00:00

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out thereafter. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

State point of manufacture/shipping of goods or where service is to be performed.  
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

On - Le

The vendor offers and conveys de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

F.O.B. Point - Point FAB      Destination

Name and address of Vendor - Nom et adresse du fournisseur

IBM CANADA LTD  
1610-340 ALBERT ST  
OTTAWA ON K1R 7Y6  
CANADA

Phone:

Name and title of person authorized to sign on behalf of Vendor (type or print)  
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.  
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

Vendor No. - No. du Fournisseur

133921

Fax No. - No. de Télécopie

IUS 8200-11 (07/2008)

Date

Telephone No. - N° de téléphone

\$ 24,860.00

Signature

Date

Telephone No. - N° de téléphone

Your offer is accepted to the extent specified herein.  
Votre offre est acceptée aux conditions exposées dans les présentes.

You are requested to supply as indicated herein.  
Nous vous demandons de fournir ce qui est précisé dans les présentes.

The Vendor hereby accepts/acknowledges this contract.  
Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

Return the signed copy forthwith.  
Préparez de retourner immédiatement une copie dûment signée.

Signature

Title - Titre

Signature



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>with approved Document safeguarding at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</p> <p>1.2 The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY STATUS, CONFIDENTIAL or SECRET as required, granted or approved by the CISD, PWGSC.</p> <p>1.3 Processing of PROTECTED/CLASSIFIED information electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer/Supply Arrangement.</p> <p>1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</p> <p>1.5 The Contractor must comply with the provisions of the:</p> <ul style="list-style-type: none"><li>a) Security Requirements Check List, attached at Annex B;</li><li>b) Industrial Security Manual (Latest Edition).</li></ul> <p>2. Statement of Work This bid solicitation is being issued for the requirement of Professional Services of one (1) Business Analyst for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.</p> <p>3. Standard Clauses and Conditions All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>) issued by Public Works and Government Services Canada.</p> <p>4. General Conditions 2010B 2014-09-25, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p>5. Term of Contract</p> <p>5.1 Period of the Contract The Work is to be performed during the period of April 22, 2015 to March 31, 2016.</p> <p>6. Authorities</p> <p>6.1 Contracting Authority</p>								

s.19(1)



Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>The Contracting Authority for the Contract is: Mélanie Beauvais-Lefort Contracting and Materiel Officer Department of Justice Canada 284 Wellington Street - EMB Room 1257 Ottawa, ON K1A 0H8 Telephone: 613-952-2243 E-mail address: melanie.beauvais-lefort@justice.gc.ca</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p><b>6.2 Project Authority</b></p> <p>The Project Authority for the Contract is: Diana Kwan Special Advisor to the ADAG Department of Justice Canada 100 Metcalfe Street, 6th Floor Ottawa, Ontario K1A 0H8 Telephone: 613-946-6642 E-mail address: Diana.kwan@justice.gc.ca</p> <p>The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p><b>6.3 Contractor's Representative</b></p> <p>[REDACTED]</p> <p>IBM Global Business Services 3755 Riverside Drive Ottawa ON K1G 4K9 Telephone: [REDACTED] Email: [REDACTED]ca.ibm.com</p> <p><b>7. Payment</b></p> <p><b>7.1 Basis of Payment - Firm Unit Price</b> In consideration of the Contractor satisfactorily completing all</p>								

JUS 9200-11 (07/2008)

Requisition No. - Demande  
Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série  
19358 15 7995

Page 3 of 12

000030

s.19(1)  
s.20(1)(c)



Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below. Customs duties are included and Applicable Taxes are extra.</p> <p>Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.</p> <p>7.1.1 Basis of Payment - Professional Fees        Resource: [REDACTED]        Per Diem Rate: [REDACTED]        Level of Effort: up to a maximum of [REDACTED] days</p> <p>For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked</p> <p>7.2 Limitation of Expenditure</p> <p>1. Canada's total liability to the Contractor under the Contract must not exceed \$22,000.00. Customs duties are included and Applicable Taxes are extra.</p> <p>2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <p>a. when it is 75 percent committed, or        b. four (4) months before the contract expiry date, or        c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.</p> <p>3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's</p>								



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>liability.</p> <p>7.3 Method of Payment - Single Payment Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none"><li>a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;</li><li>b. all such documents have been verified by Canada;</li><li>c. the Work delivered has been accepted by Canada.</li></ul> <p>7.4 Payment by Direct Deposit</p> <p>Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-09-25), General Conditions - Higher Complexity - Goods forming part of this Contract.</p> <p>To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a>.</p> <p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20 - Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services ) forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p>7.5 Discretionary Audit</p> <p>The following are subject to government audit before or after payment is made:</p> <ul style="list-style-type: none"><li>a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.</li><li>b) The accuracy of the Contractor's time recording system.</li><li>c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of</li></ul>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.</p> <p>Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.</p> <p><b>7.6 Time Verification</b> Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p><b>8. Invoicing Instructions</b> The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.</p> <p>Each invoice must be supported by:</p> <ul style="list-style-type: none"> <li>a. A copy of time sheets to support the time claimed</li> </ul> <p>Invoices must be distributed as follows:</p> <ul style="list-style-type: none"> <li>a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.</li> </ul> <p><b>8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices</b></p> <p>(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p> <p>(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.</p> <p><b>9. Certifications - Compliance</b> The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.</p> <p><b>10. Applicable Laws</b> The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.</p> <p><b>11. Priority of Documents</b> If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <p>a. the Articles of Agreement; b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity) c. Annex A, Statement of Work; d. Supply Arrangement Number E60ZT-120001/208/ZT e. The Contractor's bid</p> <p><b>12 Basis for Canada's Ownership of Intellectual Property</b> The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: - where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.</p> <p><b>13. Translation of Documentation</b> The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p><b>14. Replacement of Specific Individuals</b></p> <p>1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</p> <p>2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <ul style="list-style-type: none"> <li>(a) the name, qualifications and experience of the proposed replacement; and</li> <li>(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.</li> </ul> <p>3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.</p> <p><b>15. Ownership</b></p> <p>1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the</p>								



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p>16. Liability The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.</p> <p>17. Intellectual Property Infringement and Royalties</p> <p>1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>3. The Contractor has no obligation regarding claims that were only made because: (a) Canada modified the Work or part of the Work without the</p>								



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or</p> <p>(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or</p> <p>(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or</p> <p>(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.</p> <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:</p> <p>(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or</p> <p>(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or</p> <p>(c) take back the Work and refund any part of the Contract Price that Canada has already paid.</p> <p>If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p><b>ANNEX A - STATEMENT OF WORK</b></p> <p>1. Title: Lean Management Process Advice</p> <p>2. OBJECTIVE The Aboriginal Affairs Portfolio has a requirement for lean</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>management process advice on the implementation of a litigation management model and governance and on the implementation of a Centre of Expertise advisory model and governance.</p> <p><b>3. Background</b>  As part of DOJ's legal services review (LSR) commitments, the Aboriginal Affairs Portfolio proposed consolidation of its litigation services as between DOJ and AANDC and consolidation of dispersed advisory services within DOJ. These proposals were the result of identifying the significant risks that Aboriginal law poses to Government operations across an increasingly wide range of policy and program areas and that many departments are now involved in Aboriginal legal matters and / or litigation. The delivery of Aboriginal legal services presented opportunities for consolidation and rationalization.</p> <p>The implementation of the Legal Services Review will take place over three fiscal years, from 2014-15 to 2016-17. The lean services methodology is to be used in designing and implementing these simplified processes.</p> <p>As a first phase of this work, the management of Aboriginal litigation was examined. The roles and responsibilities as between DOJ and AANDC were reviewed. Recommendations that respected the integrity of the respective mandates for the Attorney General of Canada and for the Minister of AANDC were made in support of the efficient conduct of Aboriginal litigation. The goal was to eliminate duplication where it exists, address bottlenecks in decision-making that could lead to delays or loopbacks, and ensuring that the optimal level of effort be expended at each step of the litigation process, depending on the relative importance of the case, with a view to achieving a more appropriate level of overhead to operations in both departments.</p> <p>We are now in the process of developing both a litigation management model and an advisory services model that will implement our commitments under LSR. Both of these models need to be measured against lean process standards.</p> <p><b>4 Scope:</b>  The third party consultant / expert will advise on:</p> <p>The third party consultant / expert may review existing research that has been done in previous years on the management of Aboriginal litigation and delivery of advisory services, copies of which will be provided to him by the Aboriginal Affairs Portfolio. The existing research will be provided in a binder. The third party consultant / expert will also be provided copies of:</p> <ul style="list-style-type: none"> <li>o Current organizational charts, and</li> <li>o A jointly produced chart on roles and responsibilities.</li> </ul>								

s.20(1)(c)



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
00010	<p>The advice provided by the third party consultant / expert will support the goals of efficiency and effectiveness that underpin the horizontal review process.</p> <p>5. Tasks:  Task 1: Review background materials  Task 2: Meet with stakeholders as required to provide advice on Lean management methodologies  Task 3: Provide progress reports to the project authority</p> <p>6. Deliverables:  Advice provided to the stakeholders on lean business process approaches.</p> <p>ANNEX B - SECURITY REQUIREMENTS CHECK LIST (SRCL)  Please see the attached.</p> <p>Lean Management Process Advice</p> <p>Financial Codes  Codage financier  0130-41000-15--3750 -3120</p> <p>Amount  Montant  22,000.00</p> <p>=====</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	2015.04.22	2016.03.31	19358			13%	2,860.00	24,860.00

JUS 9200-11 (07/2006)

Requisition No. - Demande Ord. Off - Bur. demand. 19358	Yr. - An. 15	Ser. No - N° de série 7995
---	-----------------	-------------------------------

Page 12 of 12

000039

s.19(1)



#### **ANSWER**

**PORDONICK, KAYLA  
NATIONAL CAPITAL REGION  
REGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
PHONE: 613-946-9012  
FAX:**

À propos d'individualisation dans les préoccupations politiques, une étude récente sur deux groupes d'adolescents comparée à la liste d'objectifs partagés ci-dessus. Les deux sont les plus élevées (17,4 et 16,2 pour cent) sont celles de l'IDE. Les IDE ont également une forte préoccupation pour l'ordre social. Les deux dernières catégories sont celles qui ont le moins d'importance pour l'IDE. Les IDE sont également plus susceptibles que les autres d'avoir des préoccupations politiques, tout en ayant une meilleure éducation, une meilleure situation sociale et une meilleure situation financière.

Gouvernement du  
Canada

Supply Arrangement Substitution Contract					
Arrangement en matière d'approvisionnement; remplace les invitations à soumissionner et leurs addendums					
Date de l'invitation à soumissionner		Numéro d'ordre - Date d'envoi de l'invitation à soumissionner		Type	
Document 10 et 11 below will form part of the ARRANGEMENT EN MATERIE D'APPROVISIONNEMENT ET SES ADDENDUMS		Document 10 19294	Date d'envoi de l'invitation à soumissionner 19294	15	8193
Request for proposal	<input type="checkbox"/> Université de la justice	DW-DIR PROJECT SERVICES DEPARTMENT OF JUSTICE CANADA ATT: CATHERINE CHARBONNEAU (613-941- 275 SPARKS ST ROOM 11014 OTTAWA ON K1R 7X9 CANADA			Université de la justice Demandeur de la partie à soumissionner Demandeur de la partie à soumissionner
Offered	<input checked="" type="checkbox"/> Offerte				
Accepted	<input type="checkbox"/> Acceptée				Acceptation du demandeur de la partie à soumissionner le 19 mai 2012
The undersigned, currently holding the position indicated in the title, is authorized to execute and sign contracts on behalf of D.J. (including all delivery charges) Supply Arrangements.		The undersigned, ayant été nommés au poste indiqué ci-dessus, a l'autorisation d'exécuter et de signer des contrats au nom de D.J. (y compris les frais de livraison)		Signature - Signature et date d'acceptation de l'offre de la partie à soumissionner - Nom et signature de l'officier de la partie à soumissionner	
1929458193		DW-DIR PROJECT SERVICES DEPARTMENT OF JUSTICE CANADA ATT: CATHERINE CHARBONNEAU (613-941- 275 SPARKS ST ROOM 11014 OTTAWA ON K1R 7X9 CANADA			
Arrangement No./No. de la proposition		Project Value - Valeur présumée			
Total Value - Valeur totale		Project Value - Valeur présumée			

- 1 The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.  
Le "Ministre" désigne le ministre de la Justice Canada et toute autre personne autorisée à agir au nom du ministre.  
2 The seals and Certificats set out in SMC Supply Agreement No. 1500ZT-120001/T1500ZT represent the Minister and the Crown, as represented by the Minister of Public Works and Government Services Canada, and have been attached to this document.  
Les sceaux et Certificats figurant dans le contrat d'approvisionnement SMC, mentionnés au nom du ministre et du Gouvernement du Canada, sont attachés à ce document.  
Les signatures figurant dans l'approvisionnement SMC, mentionnées au nom du ministre et du Service des établissements du Gouvernement du Canada, ont également été jointes à ce document.



Gouvernement du  
Canada

Supply Arrangement/Réquisition/Contrat  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From-To YMDJ	To-À YMDJ	Configur Code Code configuration	No. of Days N° de jours	Poss Avail Limit Teneur limitée	GST% STPS%	GST Total Total TPS	Total
	<p>Public Works and Government Services Canada (PWGSC).</p> <p>1.2 The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC.</p> <p>1.3 The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.</p> <p>1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</p> <p>1.5 The Contractor/Offeror must comply with the provisions of the:</p> <ul style="list-style-type: none"><li>a. Security Requirements Check List, attached at Annex B;</li><li>b. Industrial Security Manual (Latest Edition).</li></ul> <p>2. STATEMENT OF WORK</p> <p>The Contractor must perform the Work in accordance with the Statement of Work at Annex A.</p> <p>3. STANDARD CLAUSES AND CONDITIONS</p> <p>All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>) issued by Public Works and Government Services Canada.</p> <p>3.1 General Conditions</p> <p>2010B (2015-09-25) General Conditions - Professional Services (Medium Complexity), apply to and form part of the contract.</p> <p>4. TERM OF CONTRACT</p> <p>The Work is to be performed during the period of May 4, 2015 to June 30, 2015.</p> <p>5. AUTHORITIES</p> <p>5.1 Contracting Authority</p> <p>The Contracting Authority for the Contract is: Kayla Pordonick Contracting and Material Officer Department of Justice Canada 284 Wellington Street, EMB 1245 Ottawa ON, K1A 0H8 Telephone: 613-946-9012 Email: Kayla.Pordonick@justice.gc.ca</p>								

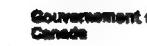
Requisition No. - Demande  
Ord. Off.-Ref. docum. 19294 Yr.-An. 15 Inv. No.-N° de réf. 8193

Page 2 of 12

s.19(1)  
s.20(1)(c)



Government of  
Canada



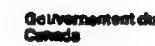
Gouvernement du  
Canada

Supply Arrangement/Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	Frais - De Y-A-M-D-Y	To - À Y-A-M-D-Y	Consignee Code Code consignataire	No. of Days N° de jours	Fees Mtl. Unit Taxes/Unit Taxes	GST/H GST/H	GST Total Total TPS	Total
	<p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p><b>5.2 Technical Authority</b> The Technical Authority for the Contract is: Joshua Lacroix Systems Support Analyst Department of Justice Canada 275 Sparks Street, SAT 11072 Ottawa ON, K1A 0H8 Telephone: 613-668-6589 Email: Joshua.Lacroix@justice.gc.ca</p> <p>The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p>								
	<p><b>6. PAYMENT</b></p> <p><b>6.1 Basis of Payment - Firm Unit Price</b> In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below in 6.1.1 Basis of Payment - Professional Fees. Customs duties are included and Applicable Taxes are extra.</p> <p>Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.</p> <p><b>6.1.1 Basis of Payment - Professional Fees</b> Category/Level: 1.3 ERP Programmer Analyst - Level 3 (Senior) Resource: Per Diem Rate: Level of Effort: up to a maximum of [redacted] days</p> <p>For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a</p>								
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
[Redacted]		[Redacted]</							



Government of  
Canada



Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'appel d'offres relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-D-U	To - À Y-A-D-U	Contractor Code Code contractataire	No. of Days N° de Jours	Fee Amt Limit Taux/Valeur limite	GSTR STPS	GST Total Total TPS	Total
	<p>day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.</p> <p><b>6.2 Limitation of Expenditure</b>  <b>6.2.1</b> Canada's total liability to the Contractor under the Contract must not exceed \$21,840.00. Customs duties are included and Applicable Taxes are extra.</p> <p><b>6.2.2</b> No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <ul style="list-style-type: none"> <li>a. when it is 75 percent committed, or</li> <li>b. four (4) months before the contract expiry date, or</li> <li>c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.</li> </ul> <p><b>6.2.3</b> If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p><b>6.3 Method of Payment</b>      Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none"> <li>a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;</li> <li>b. all such documents have been verified by Canada;</li> <li>c. the Work delivered has been accepted by Canada.</li> </ul> <p><b>6.4 Payment by Direct Deposit</b>      Payments by direct deposit will be subject to Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity), forming part of this Contract.</p> <p>To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form that can be obtained from the Department of Justice internet site at:  <a href="http://www.justice.gc.ca/eng/contact/enrol-inscr.html">http://www.justice.gc.ca/eng/contact/enrol-inscr.html</a>.</p>								

Ord. Off - Envoi de... 19294	Yr. - Ann. 15	Box No - N° de boîte 8193
---------------------------------	------------------	------------------------------



Government of  
Canada



Gouvernement du  
Canada

Supply Arrangement/Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - Du Y4MDJ	To - À YAMDJ	Consignee Code Code consignataire	No. of Days N° de jours	Free M.R. Limit Tolérance limite	GST Total GST Total Total TVP	Total
	<p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in General Conditions - Professional Services (Medium Complexity), forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p><b>7. ACCOUNTS AND AUDIT</b></p> <p>7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.</p> <p>7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.</p> <p>7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.</p> <p>7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.</p>							

Contract No. - Document  
19294 15 8193

Page 5 of 12



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement/Bill of Lading/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From-On Y-A-M-D-H	To-A Y-A-M-D-H	Certifying Code Code certificante	No. of Days N° de jours	From Attn. Unit Téléversé dans	GST/HST GST/HST	GST/HST TVA/TPS	Total
8. INVOICING INSTRUCTIONS	The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.  Invoices must be submitted to: Catherine Charbonneau Project Support Officer Department of Justice Canada 275 Sparks Street, SAT 11074 Ottawa ON, K1A 0H8 Telephone: 613-941-2595 Email invoices to: admin.services-isp@justice.gc.ca								
9. NO RESPONSIBILITY TO PAY FOR WORK NOT PERFORMED DUE TO CLOSURE OF GOVERNMENT OFFICES	9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.  9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.								
10. CERTIFICATIONS COMPLIANCE	Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.								
11. APPLICABLE LAWS	The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.								
12. PRIORITY OF DOCUMENTS	If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first								

Requisition No. - Demande  
Ord. Off - Ref. docum.  
19294 15 Ser. No - N° de série  
8193

Page 6 of 12



Government of  
Canada



Gouvernement du  
Canada

Supply Arrangement Notification/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De YARDI	To - À YARDI	Confidential Code Code confidentiel	No. of Days N° de jours	From And Until Taux/Vt. Unité	GRTV TPS	GRT Total Total TPS	Tax
	appears on the list has priority over the wording of any document that subsequently appears on the list. a. the Articles of Agreement; b. the general conditions 2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity); c. Annex A, Statement of Work; d. Annex B, Security Requirements Check List; and e. Supply Arrangement Number E60ZT-120001/138/2T.								
	13. TRANSLATION OF DOCUMENTATION The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.								
	14. REPLACEMENT OF SPECIFIC INDIVIDUALS 14.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control. 14.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide: (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable. 14.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract								
	15. OWNERSHIP								

JOINT VENTURE AGREEMENT

Registration No. - Numéro  
Out. Off. - Sec. division  
19294  
Vt. - Vt.  
Sec. No. - N° de séc.  
8193

Page 7 of 12

Item Article	Description	Supply Arrangement/Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats							
		From - De Y-A-M-D-J	To - À Y-A-M-D-J	Contractor Code Code contractant	No. of Days N° de jours	Fee/Mtl. Unit/ Ther/Unit, durée	GST% TVA%	GST Total/ Total TPS	Total
	<p>15.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>15.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>15.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>15.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p><b>16. LIABILITY</b> The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.</p> <p><b>17. INTELLECTUAL PROPERTY INFRINGEMENT AND ROYALTIES</b></p> <p>17.1 The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>17.2 If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada,</p>								

Registration No. - Numéro  
Ord. Off. - Ord. datum  
19294 15 Ser. No. - N° de série  
8193

Page 8 2 12



Gouvernement du  
Canada

Supply Arrangement/Bénéfice/Contrat  
Arrangement en matière d'appropriement pour inviter à soumissionner et aux contrats

Item Article	Description	From-De YMDJ	To-A YMDJ	Contract Code Code contractuel	No. of Days N° de jours	Proc. Ref. Line Traitement	GST ID N° PPS	GST Total Total TPS	Term
	<p>according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>17.3 The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none"><li>(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or</li><li>(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or</li><li>(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or</li><li>(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.</li></ul> <p>17.4 If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:</p> <ul style="list-style-type: none"><li>(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or</li><li>(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or</li><li>(c) take back the Work and refund any part of the Contract Price that Canada has already paid.</li></ul> <p>If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of</p>								

30 SEPTEMBER

Regulation No. - Numéro  
Ottawa - Ottawa, 17 - Oct. Oct. No. N° de date  
19294 15 8193

Page 9 of 12



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement/Bénéfice/Demande  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	Frais - Du Y4.M0.J	To - À Y4.M0.J	Condition Code Code conditions	No. of Days N° de jours	Fees And Unit Tarif et unité	QTY% TYP	QTY Total Total TYP	Total
	<p>these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p><b>ANNEX A - STATEMENT OF WORK</b></p> <p><b>1. TITLE</b> Department of Justice (Justice) - Level 3 ERP Programmer Analyst - Senior ABAPer</p> <p><b>2. OBJECTIVE</b> Justice is seeking a Level 3 ERP Programmer Analyst who is required to scope, plan, design, write, implement and maintain Advanced Business Application Programming (ABAP) programs that support both new and existing functionality. ABAP is a programming language for developing applications for the SAP Application.</p> <p>The objective of the contract is to secure an experienced consultant that is fully versed in the use of ABAP programming in an IPMS/SAP environment in order to successfully execute the project objectives and/or operational requirements.</p> <p>The ERP Programmer Analyst will provide expert advice, leadership, coaching and support to the functional and technical IPMS teams, as well as other technical teams implicated in system integration between Justice applications and SAP solutions, as required.</p> <p><b>3. BACKGROUND</b> Justice is a member of the Government of Canada SAP Cluster group and has initiated multiple initiatives necessary to clarify processes, establish standards and become more efficient throughout the Department.</p> <p>The Department of Justice has only one resource that can support the SAP product in the development area. On Friday, April 27, 2015 this resource notified the department that he would be on leave effective immediately and is estimated to return on May 29, 2015.</p> <p>Currently there is no one in the department who can support the technical development and analysis for the IPMS system. The department is currently at considerable risk as there is no ability or skill set to resolve potential IPMS production issues.</p> <p><b>4. REQUIREMENT DESCRIPTION</b> The Contractor's resource will undertake the following: - Work with functional and technical teams to design, develop</p>								

One Off - Due date: 19294  
Requisition No. - Document No.: 15  
8193

Page 10 of 12



Gouvernement du  
Canada

Supply Arrangement/Société/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations & soumissionner et aux contrats

Item Article	Description	From-Or Y-AND-J	To-A Y-AND-J	Configura Code Code configuration	No. of Days N° de jours	Max Val. Unit Taux Val. unité	GST% GST%	GST Total Total TPS	Total
	<p>and test functionality in the IFMS system and related modules.</p> <ul style="list-style-type: none"> <li>- Work with the IFMS delivery teams to design, develop and test required reports supporting the validation of recoverable time and service invoices.</li> </ul> <p><b>4.1 Scope</b></p> <ul style="list-style-type: none"> <li>- Evaluate change requests and enhancement requests and provide resource requirement estimates;</li> <li>- Debug new and existing functionality to determine the cause and resolution of identified errors;</li> <li>- Provide problem resolution assistance and support to IFMS Functional Analysts and IFMS Technical Analysts, as well as to other integrated system support analysts, as required;</li> <li>- Develop and document all custom development programs and forms;</li> <li>- Perform business analysis of functional and data requirements associated with interfaces and associated programs;</li> <li>- Evaluate existing procedures and methods, identify and document items such as database content, structure and application sub systems;</li> <li>- Define and document interfaces of manual and automated to automated operations within application subsystems and between new and existing systems;</li> <li>- Establish test criteria for interfaces and custom reports with the functional and technical analysts;</li> <li>- Participate in working group sessions to determine detailed requirements and options surrounding interfaces and related reports and reconciliation processes;</li> <li>- Provide input to and assistance for the preparation of regular status reports regarding Project Team activities and deliverables, updates to the project plan(s), as required by the project manager; and</li> <li>- Provide expert advice, support and knowledge transfer to the other members of the project team and to the IFMS Functional and technical support teams, as well as other integrated system support teams, as required.</li> </ul> <p><b>4.2 Tasks/Detailed Services</b></p> <ul style="list-style-type: none"> <li>- Repair or enhance existing IFMS custom development programs that may be impacted by operational requirements or projects underway or may require enhancement including the following:</li> <li>- Special Purpose Ledger (SPL) Roll-ups</li> <li>- PAYE/RAYE - Programs</li> <li>- Automated Carry Forward Programs</li> <li>- Reconciliation Tools</li> <li>- Interfaces to GC Central systems</li> <li>- Interfaces to Reporting Solutions</li> </ul> <p><b>4.3 Deliverables and Acceptance Criteria</b></p> <p>All deliverables and services rendered under any contract are subject to inspection by the Technical Authority. The Technical</p>								

Ord. En - Doc. Numéro 19294	Requisition No. - Demande 15	Sec. No. - N° de séc. 8193
--------------------------------	---------------------------------	-------------------------------

Page

11

2

12

s.19(1)  
s.20(1)(c)



Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement de matière d'appropriation, relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-M-D	To - À Y-M-D	Contract Code Code d'assignation	No. of Days N° de jours	Fee/Mtl. Unit Taux/Mtl. unité	GST% TVA%	GST Total Total TVA	Total
00010	<p>Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.</p> <p>5. SUPPORT PROVIDED BY JUSTICE Justice will provide the Contractor with access to the following for the purposes of completing the work requirements of the contract. It is to be understood that all accesses and privileges, products and services shall be ended or revoked upon contract termination.</p> <ul style="list-style-type: none"><li>- Accounts on computer network and electronic mail system;</li><li>- Workstation;</li><li>- Access to a telephone;</li><li>- Access to printer, fax machine, and photocopier;</li><li>- ID card allowing access to building and floor;</li><li>- Reference materials, as needed.</li></ul> <p>6. LANGUAGE REQUIREMENTS The working languages are English and French, all documents to be prepared in English.</p> <p>7. LOCATION OF SERVICE DELIVERY Department of Justice 284 Wellington Street Ottawa, Ontario, K2C 0C3</p> <p>ANNEX B - SECURITY REQUIREMENTS CHECK LIST Please see attached for a copy of Common PS SRCL #19.</p> <p>ERP PA L3- Senior ABAPer - [REDACTED] Resource: [REDACTED]</p> <p>Financial Codes Code de financement 0130-18062-15--3720 -4080                          Amount Montant 21,840.00</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	2015.05.04	2015.06.30	19294	[REDACTED]	[REDACTED]	13%	2,839.20	24,679.20

Ord. Ord. - Réf. document  
19294                          Yr. - Ann.  
15                              Ser. No. - N° de série  
8193

Page 12        12

s.19(1)

Government of  
CanadaGouvernement du  
Canada

Page: 1

**Professional Services Contract**  
**Contrat de services professionnels**

Contract N° N° du contrat	Standing offer N° N° de l'offre à commande
4500124324	E60ZT-120001/524/ZT

Validity Date - Période Valide

From/Dé: 05/12/2015 To/À: 03/31/2016

			Value of contract - Valeur du contrat	Tax Amount! Montant de la taxe	Total
			22,100.00 CAD	2,873.00 CAD	24,973.00 CAD

Issuing Office Address - Adresse du bureau d'origine

**PROFESSIONAL DEVELOPMENT**  
**DEPARTMENT OF JUSTICE CANADA**  
ATT: MANON ROY (613-941-1871)  
360 ALBERT ST ROOM 1424  
OTTAWA ON K1A 0H8

Financial codes - Codes financiers

19027 - 15 - - 3750

Contact Name - Personne-resource

Gbaguidi, Steve Tel. No - N° de tél.

Contractor's name and address - Nom et adresse de l'entrepreneur

**CCI LEADERSHIP INSTITUTE**  
C/O  
421 GILMOUR ST UNIT 100  
OTTAWA ON K2P 0R5  
CANADA

Vendor - Fournisseur

131180

Contact Name - Personne-resource

Tel. No - N° de tél.

Description - Description  
**CCI services d'expert conseil**

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguités, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

**APPROPRIATE LAWS - LOIS PERTINENTES**

This contract shall be governed by and construed in accordance with the laws in force in the Province of:

Ontario

Le contrat est administré selon les lois en vigueur dans la province suivante:

**FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE**

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

Signature

Date

**CONTRACT APPROVAL - APPROBATION DU CONTRAT**

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duty authorized officer.

Doreen Charette 13 May 15  
Signature Date

Contracting Authority - Autorité contractuelle  
Steve GbaguidiTelephone - Téléphone  
613-960-4922Address - Adresse  
284 rue Wellington, Ottawa, ON, K1A 0H8**CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR**

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) setout therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérées dans ce document, les biens et/ou les services spécifiés au prix identifié dans le document.

Signature Date

13 May 15  
Signature Date

s.19(1)

Government of  
CanadaGouvernement du  
Canada

Page: 1

**Professional Services Contract**  
**Contrat de services professionnels**

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500124324	E60ZT-120001/524/ZT

Validity Date - Période Valide

From/Dé: 05/12/2015 To/À: 03/31/2016

			Value of contract - Valeur du contrat	Tax Amount Montant de la taxe	Total
			22,100.00 CAD	2,873.00 CAD	24,973.00 CAD

Issuing Office Address - Adresse du bureau d'origine

**PROFESSIONAL DEVELOPMENT**  
**DEPARTMENT OF JUSTICE CANADA**  
ATT: MANON ROY (613-941-1871)  
360 ALBERT ST ROOM 1424  
OTTAWA ON K1A 0H8

Financial codes - Codes financiers

19027 - 15 - - 3750

Contact Name - Personne-resource

Gbaguidi, Steve Tel. No - N° de tél.

Description - Description  
CCl services d'expert conseil

Contractor's name and address - Nom et adresse de l'entrepreneur

**CCI LEADERSHIP INSTITUTE**  
C/O  
421 GILMOUR ST UNIT 100  
OTTAWA ON K2P 0R5  
CANADA

Vendor - Fournisseur

131180

Contact Name - Personne-resource

Tel. No - N° de tél.

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguités, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

**APPROPRIATE LAWS - LOIS PERTINENTES**

This contract shall be governed by and construed in accordance with the laws in force in the Province of:

Ontario

Le contrat est administré selon les lois en vigueur dans la province suivante:

**FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE**

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

*Ron fels*

Signature

Date

**CONTRACT APPROVAL - APPROBATION DU CONTRAT**

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer. Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par l'agent autorisé.

*Dwaly Charette 13 May 15*

Signature

Date

Contracting Authority - Autorité contractuelle  
Steve GbaguidiTelephone - Téléphone  
613-960-4922Address - Adresse  
284 rue Wellington, Ottawa, ON, K1A 0H8**CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR**

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) setout therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services spécifiés au prix identifié dans le document.

*f*

Signature

Date

*Concord 000053*



Government of  
Canada

Gouvernement du  
Canada

Page: 2

**Professional Services Contract  
Contrat de services professionnels**

Contract N°  
N° du contrat  
**4500124324**

Standing offer N°  
N° de l'Offre à commande  
**E60ZT-120001/524/ZT**

GENERAL CONDITIONS	CONDITIONS GÉNÉRALES
<p>The document setting out Justice Canada's General Conditions forms an integral part of this Service Contract as though expressly set out herein, subject to any other expressed terms and conditions herein contained.</p>	<p>Le document énonçant les Conditions générales de Justice Canada sont partie intégrante de ce contrat de service comme si elles y étaient formellement reproduites, sous réserve des autres conditions contenues dans la présente.</p>
<p>The document is available at: <a href="http://www.justice.gc.ca/eng/dept-min/cont/lfc-vl.html">http://www.justice.gc.ca/eng/dept-min/cont/lfc-vl.html</a></p>	<p>Ce document est disponible au: <a href="http://www.justice.gc.ca/fra/min-dept/cont/vl-lfc.html">http://www.justice.gc.ca/fra/min-dept/cont/vl-lfc.html</a></p>



Gouvernement du  
Canada

Page: 3

**Professional Services Contract**  
**Contrat de services professionnels**

Contract N° N° du contrat 4500124324	Standing offer N° N° de l'Offre à commande E60ZT-120001/524/ZT
--	--

**Arrangement en matière d'approvisionnement Pro Service numéro E60ZT-120001/524/ZT - Clauses du  
contrat subséquent**

**1. Général**

Tous les termes et conditions de l'arrangement en matière d'approvisionnement ProServices s'appliquent et sont intégrés dans le contrat suivant.

**2. Exigences relatives à la sécurité**

Ce contrat ne comporte pas d'exigence relatif à la sécurité.

**3. Énoncé des travaux**

L'entrepreneur doit exécuter les travaux conformément à l'énoncé des travaux qui se trouve à l'annexe " A ".

**4. Clauses et conditions uniformisées**

Toutes les clauses et conditions identifiées dans le contrat par un numéro, une date et un titre, sont reproduites dans le Guide des clauses et conditions uniformisées d'achat publié par Travaux publics et Services gouvernementaux Canada.

**4.1 Conditions générales**

Les conditions générales 2010B (2014-09-25) conditions générales - services professionnels (complexité moyenne) s'appliquent au contrat et en font partie intégrante.

<https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat/3/2010B/14>

**4.2 Conditions générales supplémentaires**

4007 (2010-08-16) Le Canada détient tous les droits de propriété intellectuelle sur les renseignements originaux dès leur conception. L'entrepreneur ne détient aucun droit de propriété intellectuelle sur les renseignements originaux, sauf tout droit qui peut lui être accordé par écrit par le Canada.

<https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat/4/4007/3>

**5. Durée du contrat**

**5.1 Période du contrat**

Les travaux doivent être réalisés durant la période du 14 mai 2015 au 31 mars 2016.

Contra 1000055

s.19(1)



Government of  
Canada

Gouvernement du  
Canada

Page: 4

## Professional Services Contract Contrat de services professionnels

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500124324	E60ZT-120001/524/ZT

### 5.2 Option de prolongation du contrat

Il n'y a pas de prolongation prévu au contrat.

## 6. Responsables

### 6.1 Autorité contractante

L'autorité contractante pour le contrat est :

Nom : Steve Gbaguidi

Titre : Agent principale de la passation des marchés

Organisation : Division des passations de marché et de la gestion du matériel

Direction général des finances et de la planification

Adresse : 1209 - 284 rue Wellington K1A 0H2

Téléphone : 613-960-4922

Télécopieur : 613-960-4956

Courriel : Steve.Gbaguidi@justice.gc.ca

L'autorité contractante est responsable de la gestion du contrat et toute modification doit être autorisée, par écrit, par l'autorité contractante. L'entrepreneur ne doit pas effectuer de travaux dépassant la portée du contrat ou des travaux qui n'y sont pas prévus suite à des demandes ou des instructions verbales ou écrites de toute personne autre que l'autorité contractante.

### 6.2 Chargé de projet

Le chargé de projet pour le contrat est :

Nom : Marie-Élaine Léger

Titre : Conseillère principale en apprentissage

Organisation : Programmes en gestion et en leadership

Division du développement professionnel

Adresse : 360 rue Albert, CSC 1409

Téléphone : 613-948-2987

Télécopieur : 613-941-4190

Courriel : Marie-Elaine.Leger@justice.gc.ca

Le chargé de projet représente le ministère ou l'organisme pour lequel les travaux sont exécutés en vertu du contrat. Il est responsable de toutes les questions liées au contenu technique des travaux prévus dans le contrat. On peut discuter des questions techniques avec le chargé de projet; cependant, celui-ci ne peut pas autoriser les changements à apporter à l'énoncé des travaux. De tels changements peuvent être effectués uniquement au moyen d'une modification de contrat émise par l'autorité contractante.

### 6.2 Représentant de l'entrepreneur

The CCI Leadership Institute  
Suite 100, 421 Gilmour Street,  
Ottawa, ON. K2P 0R5

s.19(1)

s.20(1)(c)



Gouvernement du  
Canada

Page: 5

## Professional Services Contract Contrat de services professionnels

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500124324	E60ZT-120001/524/ZT

### 7.1 Base de paiement

À condition de remplir de façon satisfaisante toutes ses obligations en vertu du contrat, l'entrepreneur sera payé 22,100.00\$ en conformité avec le tarif indiqué pour le travail et les services effectués conformément au présent contrat.

Categorie: 8.2 Expert-conseil en conception organisationnelle

Non de la ressource:

Honoraire: par jour

Niveau d'effort: Jusqu'à jours (taxes en sus)

Le Canada ne paiera pas l'entrepreneur pour tout changement à la conception, toute modification ou interprétation des travaux, à moins que ces changements à la conception, ces modifications ou ces interprétations n'aient été approuvés par écrit par l'autorité contractante avant d'être intégrés aux travaux.

### 7.2 Limitation des dépenses

1. La responsabilité totale du Canada envers l'entrepreneur en vertu du contrat ne doit pas dépasser la somme de 22,100.00 \$. Les taxes applicables sont en sus.

2. Aucune augmentation de la responsabilité totale du Canada ou du prix des travaux découlant de tout changement de conception, de toute modification ou interprétation des travaux, ne sera autorisée ou payée à l'entrepreneur, à moins que ces changements de conception, modifications ou interprétations n'aient été approuvés, par écrit, par l'autorité contractante ayant d'être intégrés aux travaux. L'entrepreneur n'est pas tenu d'exécuter des travaux ou de fournir des services qui entraîneraient une augmentation de la responsabilité totale du Canada à moins que l'augmentation n'ait été autorisée par écrit par l'autorité contractante. L'entrepreneur doit informer, par écrit, l'autorité contractante concernant la suffisance de cette somme:

- a. lorsque 75 p. 100 de la somme est engagée, ou
- b. quatre (4) mois avant la date d'expiration du contrat, ou
- c. dès que l'entrepreneur juge que les fonds du contrat sont insuffisants pour l'achèvement des travaux, selon la première de ces conditions à se présenter.

3. Lorsqu'il informe l'autorité contractante que les fonds du contrat sont insuffisants, l'entrepreneur doit lui fournir par écrit une estimation des fonds additionnels requis. La présentation de cette information par l'entrepreneur n'augmente pas la responsabilité du Canada à son égard.

### 8. Instructions relatives à la facturation

Les factures doivent être distribuées comme suit :

L'original et un (1) exemplaire doivent être envoyés à l'adresse qui apparaît à la page 1 du contrat pour attestation et paiement.

### 9. Attestations - Conformité

Le respect des attestations et documentation connexe fournies par l'entrepreneur avec sa soumission est une condition du contrat et

000057



Gouvernement du  
Canada

Page: 6

**Professional Services Contract**  
**Contrat de services professionnels**

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500124324	E60ZT-120001/524/ZT

pourra faire l'objet d'une vérification par le Canada pendant la durée du contrat. En cas de manquement à toute déclaration de la part de l'entrepreneur, à fournir la documentation connexe ou encore si on constate que les attestations qu'il a fournies avec sa soumission comprennent de fausses déclarations, faites sciemment ou non, le Canada aura le droit de résilier le contrat pour manquement conformément aux dispositions du contrat en la matière.

## 10. Lois applicables

Le contrat doit être interprété et régi selon les lois en vigueur Ontario et les relations entre les parties seront déterminées par ces lois.

## 11. Ordre de priorité des documents

En cas d'incompatibilité entre le libellé des textes énumérés dans la liste, c'est le libellé du document qui apparaît en premier sur la liste qui l'emporte sur celui de tout autre document qui figure plus bas sur ladite liste.

- (a) les articles de la convention;
- (b) les conditions générales supplémentaires 4007(2010-08-16)
- (c) les conditions générales 2010B (2014-09-25)
- (d) Annexe A - Énoncé des travaux;
- (e) la soumission de l'entrepreneur en date du 28 avril 2015
- (f) arrangement en matière d'approvisionnement Pro services E60ZT-120001/524/ZT

## 12. Limitation de la responsabilité - Gestion de l'information ou technologie de l'information

a. Cet article s'applique malgré toute autre disposition du contrat et remplace l'article des conditions générales intitulé "Responsabilité". Dans cet article, chaque fois qu'il est fait mention de dommages causés par l'entrepreneur, cela renvoie également aux dommages causés par ses employés, ainsi que par ses sous-traitants, ses mandataires, ses représentants, ou leurs employés. Cet article s'applique, que la réclamation soit fondée contractuellement, sur un délit civil ou un autre motif de poursuite. L'entrepreneur n'est pas responsable envers le Canada en ce qui concerne le rendement ou l'inexécution du contrat, sauf dans les cas précisés dans cet article et dans tout autre article du contrat pré-établissant des dommages-intérêts. L'entrepreneur est uniquement responsable des dommages indirects, particuliers ou consécutifs, dans la mesure décrite dans cet article, même si l'entrepreneur a été avisé de la possibilité de ces dommages.

b. Responsabilité de la première partie :

- i. L'entrepreneur est entièrement responsable envers le Canada de tous les dommages, y compris les dommages indirects, particuliers et consécutifs, causés par l'exécution ou l'inexécution du contrat par l'entrepreneur et qui se rapportent à :
  - A. toute violation des droits de propriété intellectuelle dans la mesure où l'entrepreneur viole l'article des conditions générales intitulé " Atteinte aux droits de propriété intellectuelle et redevances ";
  - B. toute blessure physique, y compris la mort.
- ii. L'entrepreneur est responsable de tous les dommages directs causés par l'exécution ou l'inexécution du contrat par \_\_\_\_\_ 1000058



Gouvernement du  
Canada

Page: 7

**Professional Services Contract**  
**Contrat de services professionnels**

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500124324	E60ZT-120001/524/ZT

l'entrepreneur qui touchent des biens personnels matériels ou des biens immobiliers qui sont la propriété du Canada, en sa possession, ou qui sont occupés par le Canada.

iii. Chaque partie est responsable de tous les dommages directs causés par son manquement à l'obligation de confidentialité en vertu du contrat. Chaque partie est aussi responsable de tous les dommages indirects, particuliers ou consécutifs relatifs à sa divulgation non autorisée des secrets industriels de l'autre partie (ou des secrets industriels d'un tiers fournis par une partie à une autre, en vertu du contrat) qui concernent la technologie de l'information.

iv. L'entrepreneur est responsable de tous les dommages directs qui se rapportent à une charge ou à une réclamation liée à toute portion des travaux pour lesquels le Canada a effectué un paiement. Cela ne s'applique pas aux charges ou réclamations relatives aux droits de propriété intellectuelle, lesquelles sont traitées à l'alinéa (i) (A) susmentionné.

v. L'entrepreneur est aussi responsable envers le Canada de tous les autres dommages directs qui ont été causés par l'exécution ou l'inexécution du contrat par l'entrepreneur et qui se rapportent à :

A. tout manquement aux obligations en matière de garantie en vertu du contrat, jusqu'à concurrence du coût total payé par le Canada (y compris toute taxe applicable) pour les biens et les services touchés par le manquement;

B. tout autre dommage direct, y compris tous les coûts directs identifiables engagés par le Canada pour faire appel à un autre entrepreneur pour effectuer les travaux lorsque le contrat est résilié en partie ou en totalité par le Canada pour manquement, jusqu'à concurrence d'un maximum global pour ce sous-alinéa (B) du montant le plus élevé entre 0,75 fois le coût total estimatif (le montant indiqué à la première page du contrat dans la case intitulée "Coût total estimatif" ou le montant indiqué sur chaque commande subséquente, bon de commande ou tout autre document utilisé pour commander des biens ou des services), ou 1 000 000 \$.

vi. En aucun cas, la responsabilité totale de l'entrepreneur aux termes de l'alinéa (v) ne dépassera le montant le plus élevé entre le coût total estimatif (comme défini plus haut) du contrat ou 1 000 000 \$, selon le montant le plus élevé.

vii. Si les dossiers ou les données du Canada sont endommagés à la suite d'une négligence ou d'un acte délibéré de l'entrepreneur, la seule responsabilité de l'entrepreneur consiste à rétablir à ses frais les dossiers et les données du Canada en utilisant la copie de sauvegarde la plus récente conservée par le Canada. Ce dernier doit s'assurer de sauvegarder adéquatement ses documents et données.

C. Réclamations de tiers :

i. Que la réclamation soit faite au Canada ou à l'entrepreneur, chaque partie convient qu'elle est responsable des dommages qu'elle cause à tout tiers relativement au contrat, tel que stipulé dans un accord de règlement ou ultimement déterminé par une cour compétente, si la cour détermine que les parties sont conjointement et solidairement responsables ou qu'une seule partie est uniquement et directement responsable envers le tiers. Le montant de la responsabilité sera celui précisé dans l'accord de règlement ou déterminé par la cour comme ayant été la portion des dommages que la partie a causé au tiers. Aucun accord de règlement ne lie une partie, sauf si ses représentants autorisés l'ont approuvé par écrit.

ii. Si le Canada doit, en raison d'une responsabilité conjointe et solidaire, payer un tiers pour des dommages causés par l'entrepreneur, l'entrepreneur doit rembourser au Canada le montant ultimement déterminé par une cour compétente comme étant la portion de l'entrepreneur des dommages qu'il a lui-même causés au tiers. Toutefois, malgré l'alinéa(i), en ce qui concerne les dommages-intérêts spéciaux, indirects ou consécutifs subis par des tiers et couverts par le présent article, l'entrepreneur est uniquement responsable de rembourser au Canada sa portion des dommages que le Canada doit payer à un tiers sur ordre d'une cour, en raison d'une responsabilité conjointe et solidaire relativement à la violation des droits de propriété intellectuelle; de blessures physiques à un tiers, y compris la mort; des dommages touchant les biens personnels matériels ou immobiliers d'un tiers; toute charge ou toute réclamation sur toute portion des travaux; ou du manquement à l'obligation de confidentialité.



Government of  
Canada

Gouvernement du  
Canada

Page: 8

**Professional Services Contract  
Contrat de services professionnels**

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500124324	E60ZT-L20001/524/ZT

iii. Les parties sont uniquement responsables l'une devant l'autre des dommages causés à des tiers dans la mesure décrite dans ce paragraphe (c).

**ANNEX 'A'**

**ÉNONCÉ DES TRAVAUX**

**1 TITRE: SERVICES DE CONSULTATION - APPRENTISSAGE ET DÉVELOPPEMENT PROFESSIONNEL -  
MINISTÈRE DE LA JUSTICE CANADA**

**2 CONTEXTE:**

Le domaine de l'apprentissage et du développement professionnel au ministère de la Justice (JUS) sera appelé à vivre une importante période de transition durant l'exercice 2015-2016, passant d'un modèle décentralisé à un Centre d'expertise national en apprentissage. Des efforts constants seront nécessaires afin de mettre en place et consolider cette nouvelle entité à JUS tant sur le plan des ressources et du travail.

D'autre part, l'organisme doit s'aligner avec la nouvelle approche pangouvernementale en matière d'apprentissage de l'École de la fonction publique du Canada (EFPC), qui offre un programme de cours commun normalisé pour tous les fonctionnaires et qui s'inscrit dans la concrétisation de la vision Objectif 2020. Une nouvelle façon de fonctionner et de nouvelles initiatives d'apprentissage à JUS découleront de cet alignement entre les offres de l'EFPC et des ministères.

**3 OBJECTIF:**

C'est dans ce contexte que la Division du développement professionnel du ministère de la Justice sollicite les services d'une firme afin de supporter cette transformation, tant sur le plan organisationnel que dans les nouvelles initiatives qui seront mises de l'avant par l'organisation.

**4 DESCRIPTION DU BESOIN:**

C'est dans ce contexte que la Division du développement professionnel du ministère de la Justice sollicite les services d'une firme afin de supporter cette transformation, tant sur le plan organisationnel que dans les nouvelles initiatives qui seront mises de l'avant par l'organisation.

**5. PORTÉE DES TRAVAUX:**

Le ministère de la Justice souhaite mettre en place un contrat pour des services de consultation afin de recevoir des services conseils. Ces services pourront porter sur des projets variés liés à la consolidation du nouveau Centre d'expertise en apprentissage du ministère de la Justice et à ses nouvelles initiatives, pour l'exercice financier 2015-2016. L'intention est de solliciter la firme lorsque leurs services seront nécessaires en articulant clairement les besoins au fur et à mesure de leur émergence.



Gouvernement du  
Canada

Page: 9

**Professional Services Contract  
Contrat de services professionnels**

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500124324	E60ZT-120001/524/ZT

## 6. SERVICES DEMANDÉS:

Les services demandés à la firme pourraient inclure, mais ne sont pas limités à :

- a. Services conseils dans le développement d'un réseau pour les anciens de JUS;
- b. Services conseils dans un processus d'analyse et de détermination des besoins d'apprentissage internes pour JUS;
- c. Services conseils dans le développement d'un réseau de gestionnaires à JUS.

Rôles et responsabilités de l'entrepreneur (et/ou de son consultant) :

1. Le consultant respectera les réseaux de communication établis avec le responsable de la Division du développement professionnel;
2. Le consultant s'engage à fournir les documents exigés par la Division du développement professionnel, ou tout autre livrable, dans les délais préalablement déterminés entre eux ;
3. Le consultant s'engage à fournir des services conseil et/ou des produits/livrables de la plus haute qualité au client, tel que préalablement déterminé entre eux ;
4. Le consultant sera responsable de fournir une facture au Ministère moins de 15 jours après chaque livrable préalablement entendu avec le client, ou avant le 31 mars de l'année financière en cours. Aucun frais supplémentaire relatif aux déplacements, hébergements ou repas (autre que mentionnés dans le présent énoncé des travaux) ne seront facturés à la Division du développement professionnel;
5. Le formateur s'engage à transmettre au responsable du ministère de la Justice toutes informations jugées importantes qui pourraient avoir une incidence sur les livrables;
6. Le consultant devra avoir respecté et complété ses engagements contractuels avant le 31 mars de l'année financière prévue au contrat.

## 7. LANGUE DE TRAVAIL:

Les livrables devront être fournis en anglais, en français ou les deux, de manière appropriée, dépendamment de l'entente préalable avec le client. Pour ce qui est des communications avec la Division du développement professionnel, la langue privilégiée pourrait être le français, l'anglais ou les deux.

## 8. EXIGENCES EN MATIÈRE DE DÉPLACEMENT ET LIEUX DES TRAVAUX:

Certaines rencontres pourraient avoir lieu dans nos bureaux au centre-ville d'Ottawa, à distance par téléphone ou téléconférence, tel que préalablement entendu entre le consultant et le client.

s.19(1)



Gouvernement du  
Canada

Frais - Dem

BEAUVAIS-LEFORT, M  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
PHONE: 613-952-2243  
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:  
Les clauses 1 et 2 ci-dessous font partie du document de :

- Request for proposal  Demande de proposition  
 Contract  Modification

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is due at the point of delivery to the Unit price. GST is included in the total estimated cost. Prices include packing, padding and air F.O.B. (excluding all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'excise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est payable au moment de la livraison. Les taxes communales sont exclues de la taxe d'expédition et de conditionnement et sont à l'Acier (y compris toutes les taxes de transport). Les taxes provinciales sont exclues dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Accounting Office Code Code du bureau comptable <b>19204</b>	Requisition No. - Demande Ord. Off. - Ord. demand. Yr. - Ann. Ser. No. - N° de série <b>19204 15 8579</b>	Page 1 of 11
Inspection Agency - Chargé de l'inspection		
Consignee et destination unique spécifiée ci-dessous. Destinataire au point de destination indiqué si indiqué ci-dessous.		
Direct inquiries to: Adresser toutes demandes de renseignements à: BEAUVAIS-LEFORT, M 613-952-2243		

**1920458579**

Amendment No./No. de la modification

Previous Value - Valeur précédente

Inc./Decs. - Aug./Dim.

Revised Value - Montant Révisé

Invitations - Original and two copies are to be sent to:  
Invitations - Original et deux copies doivent être envoyées à :

DEPUTY MINISTER'S OFFICE  
DEPARTMENT OF JUSTICE CANADA  
ATT: FRANCE ROBITAILLE 613-416-4511  
284 WELLINGTON ST RM 4137C  
OTTAWA ON K1A 0H8  
CANADA

- The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.  
Le "Ministre" désigne le Ministre de la Justice Canada et toute autre personne désignée pour le remplacer.
- The terms and Conditions set out in SSC Supply Arrangement Serial No. E602T-120001/471/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.  
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représenté par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E602T-120001/471/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M-D-J	To - À Y-A M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fee/Val. Limit Tenu/Val. Limite	GST% NTPS	GST Total Total TPS	Total
	<b>Resulting Contract Clauses E602T-120001/471/ZT</b>								
	<b>1. Security Requirement</b> The following Security requirements apply and form part of the contract:  SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6 1. The Contractor/Offeror must, at all times during the								

Bid invitation closes - L'invitation à soumissionner prend fin le  
At - A 00:00:00

On - Le

Name and address of Vendor - Nom et adresse du fournisseur  
CONVERSART CONSULTING LTD.  
1651 AUTUMN RIDGE DR  
OTTAWA ON K1C 6Y1  
CANADA  
Phone: 613-837-6061

Vendor No. - N° du Fournisseur  
142745  
Fax No. - N° de Télécopie  
JUS 9500-11 (07/2006)

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets if the price(s) set out thereon. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et connaît de vendre au Ministre, sur les conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (Type or print)  
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres majuscules)

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.  
En vertu de l'article 32(1) de la loi sur la gestion des fonds publics, des fonds sont disponibles.

PP 10mc 19579 on 1/6  
Signature Date  
Total Estimated Cost  
Coût global estimé  
\$ 24,408.00  
For the Minister - Réservé au Ministre  
Helene B.

Acceptance du présent contrat et en l'accepte.

July 4, 2015 (613)837-6061  
Telephone No. - N° de téléphone  
Data

I have read and accepted the terms and conditions set out herein.  
Vous avez lu et accepté les conditions exposées dans les présentes.

You are requested to supply as indicated herein.  
Nous vous demandons de fournir ce qui est précisé dans les présentes.

Return the signed copy to me.  
Priez de retourner immédiatement une copie délivrée signée.

The L.M.  
X



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract

Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded  
  
BEAUVAIS-LEFORT, M  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
PHONE: 613-952-2243  
FAX:

Date of solicitation - Date de l'invitation à soumissionner
---

Clauses (1) and (2) below will form part of this:  
Les clauses 1 et 2 ci-dessous font partie du document de :

- Request for proposal  Demande de proposition  
Contract  Contrat  
Amendment  Modification

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

Accounting Office Code Code du bureau comptable 19204	Requisition No. - Demande Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série 19204 15 8579	Page 1 of 11
Destination  DEPUTY MINISTER'S OFFICE DEPARTMENT OF JUSTICE CANADA ATT: FRANCE ROBITAILLE 613-416-4511 284 WELLINGTON ST RM 4137C OTTAWA ON K1A 0H8 CANADA		Inspection Agency - Chargé de l'inspection  Consignee et destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-dessus.
		Direct inquiries to: Adresser toutes demandes de renseignements à : BEAUVAIS-LEFORT, M 613-952-2243

All invoices, shipping bills and packing slips must include the number indicated in this box  1920458579	Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissances et tous les bordereaux d'accompagnement.  1920458579	Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à :  DEPUTY MINISTER'S OFFICE DEPARTMENT OF JUSTICE CANADA ATT: FRANCE ROBITAILLE 613-416-4511 284 WELLINGTON ST RM 4137C OTTAWA ON K1A 0H8 CANADA
Amendment No.-No. de la modification	Previous Value - Valeur précédente	
Inc./Decs. - Aug./Dim.	Revised Value - Montant Révisé	

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/471/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/471/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Resulting Contract Clauses E60ZT-120001/471/ZT</p> <p>1. Security Requirement The following Security requirements apply and form part of the contract:</p> <p>SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6</p> <p>1. The Contractor/Offeror must, at all times during the</p>								

Solicitation closes - L'invitation à soumissionner prend fin le At - À 00:00:00	The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.	State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.
--	--	--

On - Le	Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.	
---------	---	--

Name and address of Vendor - Nom et adresse du fournisseur  CONVERSART CONSULTING LTD. 1651 AUTUMN RIDGE DR OTTAWA ON K1C 6Y1 CANADA Phone: 613-837-6061	Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)	
--	--	--

	Signature	Date	Telephone No. - N° de téléphone	Total Estimated Cost Coût global estimatif \$ 24,408.00	For the Minister - Réservé au Ministre  Signature Date
--	-----------	------	---------------------------------	---	---

Vendor No. - No. du Fournisseur 142745	Fax No. - No. de Télécopie JUS 9200-11 (07/2006)	Your offer is accepted to the extent specified herein. <input type="checkbox"/> Votre offre est acceptée aux conditions exposées dans les présentes.	You are requested to supply as indicated herein. <input type="checkbox"/> Nous vous demandons de fournir ce qui est précisé dans les présentes.	Return the signed copy forthwith. <input type="checkbox"/> Prière de retourner immédiatement une copie dûment signée.	X	The Vendor hereby accepts/acknowledges this contract. Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.	Signature	Title - Titre Mélanie B
---	---	---	--	--	---	--	-----------	----------------------------



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</p> <p>2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.</p> <p>3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.</p> <p>4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</p> <p>5. The Contractor/Offeror must comply with the provisions of the:</p> <ul style="list-style-type: none"> <li>a. Security Requirements Check List and security guide (if applicable), attached at Annex B;</li> <li>b. Industrial Security Manual (Latest Edition).</li> </ul> <p>2. Statement of Work This bid solicitation is being issued for the requirement of Professional Services of one (1) Leadership Development consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.</p> <p>3. Standard Clauses and Conditions All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>) issued by Public Works and Government Services Canada.</p> <p>4. General Conditions 2010B 2014-09-25, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p>5. Term of Contract</p> <p>5.1 Period of the Contract The Work is to be performed during the period of July 2, 2015 to December 31, 2015</p> <p>6. Authorities</p> <p>6.1 Contracting Authority The Contracting Authority for the Contract is: Mélanie Beauvais-Lefort</p>								

s.19(1)



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Contracting and Materiel Officer Department of Justice Canada 284 Wellington Street - EMB Room 1257 Ottawa, ON K1A 0H8 Telephone: 613-952-2243 E-mail address: melanie.beauvais-lefort@justice.gc.ca</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p><b>6.2 Project Authority</b></p> <p>The Project Authority for the Contract is: Stéphanie Poliquin Chief of staff to the DM Deputy Minister's Office Department of Justice Canada 284 Wellington street Ottawa, Ontario K1A 0H8 Telephone: 613-946-3868 E-mail address: stephanie.polquin@justice.gc.ca</p> <p>The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p><b>6.3 Contractor's Representative</b></p> <p>[REDACTED] ConversArt Consulting 1651 promenade Autumn Ridge Drive Ottawa ON K1C 6Y1 Telephone: 613-837-6061 Email: info@conversart.com</p> <p><b>7. Payment</b></p> <p><b>7.1 Basis of Payment - Limitation of Expenditure</b></p> <p>The Contractor will be reimbursed for the costs reasonably and</p>								

s.19(1)  
s.20(1)(c)



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Sollicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>properly incurred in the performance of the Work as determined in accordance with Annex A # Statement of work to a limitation of expenditure of \$21,600.00. Customs duties are included and Applicable Taxes are extra.</p> <p>7.1.1 Basis of Payment - Professional Fees        Resource: [REDACTED]        Per Diem rate: [REDACTED] for 7.5 hours a day        Level of Effort: up to a maximum of [REDACTED] days at [REDACTED]</p> <p>7.2 Limitation of Expenditure</p> <p>1. Canada's total liability to the Contractor under the Contract must not exceed \$21,600.00. Customs duties are included and Applicable Taxes are extra.</p> <p>2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <ul style="list-style-type: none"> <li>a. when it is 75 percent committed, or</li> <li>b. four (4) months before the contract expiry date, or</li> <li>c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.</li> </ul> <p>3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p>7.3 Method of Payment # Multiple Payments        Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none"> <li>a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;</li> <li>b. all such documents have been verified by Canada;</li> <li>c. the Work delivered has been accepted by Canada.</li> </ul>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p><b>7.4 Payment by Direct Deposit</b></p> <p>Payments by direct deposit will be subject to Article 18 # Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.</p> <p>To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a>.</p> <p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20# Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services ) forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p><b>7.5 Discretionary Audit</b></p> <p>The following are subject to government audit before or after payment is made:</p> <ul style="list-style-type: none"> <li>a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.</li> <li>b) The accuracy of the Contractor's time recording system.</li> <li>c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).</li> <li>d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.</li> </ul>								
JUS 9200-11 (07/2006)									

Requisition No. - Demande		
Ord. Off - Bur. demand.	Yr. - An.	Ser. No - N° de série
19204	15	8579

Page 5 of 11



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.</p> <p><b>7.6 Time Verification</b></p> <p>Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p><b>8. Invoicing Instructions</b>  The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.</p> <p>Each invoice must be supported by:</p> <ul style="list-style-type: none"> <li>a. A copy of time sheets to support the time claimed</li> </ul> <p>Invoices must be distributed as follows:</p> <ul style="list-style-type: none"> <li>a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.</li> </ul> <p><b>8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices</b></p> <p>(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p> <p>(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.</p> <p><b>9. Certifications - Compliance</b>  The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.</p> <p><b>10. Applicable Laws</b> The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.</p> <p><b>11. Priority of Documents</b> If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <ul style="list-style-type: none"> <li>a. the Articles of Agreement;</li> <li>b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity)</li> <li>c. Annex A, Statement of Work;</li> <li>d. Supply Arrangement Number E60ZT-120001/471/ZT</li> <li>e. The Contractor's bid</li> </ul> <p><b>12 Basis for Canada's Ownership of Intellectual Property</b> The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: - where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.</p> <p><b>13. Translation of Documentation</b> The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p><b>14. Replacement of Specific Individuals</b> 1. If specific individuals are identified in the Contract to</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</p> <p>2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <ul style="list-style-type: none"> <li>(a) the name, qualifications and experience of the proposed replacement; and</li> <li>(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.</li> </ul> <p>3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.</p> <p><b>15. Ownership</b></p> <p>1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p><b>16. Liability</b></p> <p>The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Vel. limite	GST% %TPS	GST Total Total TPS	Total
	<p>party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.</p> <p><b>17. Intellectual Property Infringement and Royalties</b></p> <p>1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>3. The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none"> <li>(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or</li> <li>(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or</li> <li>(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or</li> <li>(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either</li> </ul>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>[Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.</p> <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:</p> <ul style="list-style-type: none"> <li>(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or</li> <li>(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or</li> <li>(c) take back the Work and refund any part of the Contract Price that Canada has already paid.</li> </ul> <p>If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p>								

**ANNEX A - STATEMENT OF WORK**

1. Title:  
Provide facilitation services to DOJ working group of subject matter experts.
2. OBJECTIVE  
Develop high policy advice in key areas of the Justice Porfolio.
- 3 Scope:  
Consultant will develop an agenda and facilitate 1 and a half day brainstorming meeting to take place on July 6 and 7 with the purpose of developing options in key policy areas.
4. Tasks:
  - Consultant must review documentation and meet with the Chief of Staff (COS) and possibly the Deputy Minister to outline objectives of session.
  - Consultant must develop an agenda and design of session and submit to COS for review and approval.
  - Once approved, the consultant must facilitate the discussions during the 1 and half day session.
  - After the close of the session, the consultant will debrief on results achieved and next steps with COS.
  - Consultant might be required to have follow up sessions with COS

s.20(1)(c)



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	and group.  5. Deliverables:  - Agenda and design of session approved before July 4, 2014 - Being present to facilitate on July 6 and 7, 2015  6. Location of Service Delivery  East Memorial Building, 4th Floor (meetings) and in salle Pierre deBlois au 75 Albert, Suite 400 (APEX)								
00010	Working Session -Fall Policy Plan.Team  Financial Codes Codage financier 0130-12000-15--3750 -4010 ===== The currency of this P.O. is - La devise de ce bon est : CAD	2015.07.02	2015.12.31	19204	[REDACTED]	[REDACTED]	13%	2,808.00	24,408.00

JUS 9200-11 (07/2006)

Requisition No. - Demande  
Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série  
19204 15 8579

Page 11 of 11  
000073

s.19(1)

p.2

613-230-7556

Government of Canada		Gouvernement du Canada		Supply Arrangement/Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats									
From - Qui		Date of submission - Date de l'envoi à soumettre/Envoyer		Accounting Office Code Code du bureau comptable	Requisition No. - Demande	Page	1	of	11				
<b>BEAUVAIS-LEFORT, M</b> <b>NATIONAL CAPITAL REGION</b> <b>RÉGION DE CAPITALE NATIONALE</b> <b>284 WELLINGTON ST</b> <b>OTTAWA ON K1A 0H8</b> <b>CANADA</b> <b>PHONE: 613-952-2243</b> <b>FAX:</b>		<b>Clauses (1) and (2) below will form part of this Les clauses 1 et 2 ci-dessous font partie du document de :</b>  <input type="checkbox"/> Request for proposal <input type="checkbox"/> Demand for proposal <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Modification <input type="checkbox"/> Amendment		19371	Org. Off.-Bur. démar. Vz.-An. Ser No.-N° de série 19371 15 8338	Inspection Agency - Chargé de l'inspection							
				<b>Destination</b> <b>CLIENT SERVICES - OPERATIONS</b> <b>DEPARTMENT OF JUSTICE CANADA</b> <b>ATT: DIANE LATREILLE (613-946-4746)</b> <b>275 SPARKS ROOM 8089</b> <b>OTTAWA ON K1R 7K9</b> <b>CANADA</b>		Consignee et destination/Unité spécifiée/relevé	Destinataire ou point de destination/au lieu indiqué ci-dessus						
						Direct recipient to. Adresse toutes demandes de mat. à: <b>BEAUVAIS-LEFORT, M</b> <b>613-952-2243</b>							
<small>Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra and is applicable to the unit prices. GST is included in the total estimated costs. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable, for provincial taxes, see the Supply Arrangement.</small>		<small>All invoices, shipping bills and packing slips must include the number indicated in this box.</small>		<small>Le numéro figurant dans cette case doit être indiqué dans toutes les factures, toutes les connaissances et tous les bordereaux d'expédition.</small>		<small>Original - Original and two copies are to be sent to: Factures - Remettre et envoyez l'original et deux copies à :</small>							
				<b>1937158338</b>		<b>CLIENT SERVICES - OPERATIONS</b> <b>DEPARTMENT OF JUSTICE CANADA</b> <b>ATT: DIANE LATREILLE (613-946-4746)</b> <b>275 SPARKS ROOM 8089</b> <b>OTTAWA ON K1R 7K9</b> <b>CANADA</b>							
				Amendment No./N° de la modification	Previous Value - Valeur précédente								
				Inc./Decr. - Aug./Dim.	Revised Value - Montant Révisé								
<small>1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf. Le "Ministre" désigne le Ministre de la Justice Canada et toute autre personne désignée pour le représenter. 2. The terms and conditions set out in CSC Supply Arrangement Serial No. E602T-120001/338/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document. Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenant entre le fournisseur et la Couronne, représenté par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E602T-120001/338/ZT sont incorporées dans les présentes.</small>													
Item Article	Description			From - De Y-A-M-D-J	To - À Y-A-M-D-J	Contractor Code Code consignataire	No. of Days N° de jours	Front AMT/Lmt Taxe/Vat/Limit	GST% %TPS	GST Total Total TPS	Total		
	<b>Resulting Contract Clauses</b> <b>E602T-120001/338/ZT</b>  <b>1. Security Requirement</b> <b>Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.</b>  <b>2. Statement of Work</b>												
<small>Description clause - L'invitation à soumissionner prend fin le A - A 0800 00</small>		<small>The Vendor agrees and accepts to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments thereto, the supplies and services listed herein and on any attached sheets of the price(s) set out thereon. Responses to a request for proposal by a potential supplier will be determined by the Minister in sole discretion.</small>											
<small>On - Le</small>		<small>Indicate point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou indiquer où doit se faire les services demandés sera rendue.</small>											
<small>Name and address of Vendor - Nom et adresse du fournisseur</small>		<small>F.O.B. Point - Points F.A.M. Destination</small>											
<b>COACHING ALLIANCES</b> <b>147 GLEBE AVENUE</b> <b>OTTAWA ON K1S 2C4</b> <b>CANADA</b> <b>Phone: (613) 230-2886</b>		<small>Pursuant to Section 32(1) of the Financial Administration Act, funds are disbursed (en vertu de l'article 32(1) de la loi sur la gestion des finances publiques) des fonds sont déversés</small>											
<small>Vendor No. - No du Fournisseur</small>		<small>For Mat. Inv. no. - N° de l'Inv. pour</small>		<small>Date</small>		<small>5.07.07 613 230 2886</small>		<small>Estimated Cost Coûts estimés</small>		<small>For the Minister - Ministre</small>			
<small>125748</small>		<small>(613) 230-7556</small>						<small>\$ 5,650.00</small>		<small>X SA Latreille</small>			
<small>JUS 6000-11 (07/2006)</small>		<small>You offer is accepted to the extent approved and/or Vous offrez est acceptée sur conditions expressément indiquées dans les présentes.</small>		<small>You are requested to supply as instructed herein. Nous vous demandons de livrer comme indiqué dans les présentes.</small>		<small>Please sign the signed copy herewith. Préparez de retourner l'original et une copie signée originale.</small>							

May Glen

07 Jul 15 10:17a

000074



Government of  
Canada

Gouvernement du  
Canada

From - Dem

BEAUV AIS-LEFORT, M  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
PHONE: 613-952-2243  
FAX:

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Date of solicitation - Date de l'invitation à soumissionner		Accounting Office Code Code du bureau comptable 19371	Requisition No. - Demande Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série 19371 15 8338	Page 1 of 11
Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de :		Destination CLIENT SERVICES - OPERATIONS DEPARTMENT OF JUSTICE CANADA ATT: DIANE LATREILLE (613-946-4746) 275 SPARKS ROOM 8089 OTTAWA ON K1R 7X9 CANADA		Inspection Agency - Chargé de l'inspection Consignee at destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-dessus.
Request for proposal <input type="checkbox"/>	Demande de proposition			
Contract <input checked="" type="checkbox"/>	Contrat			
Amendment <input type="checkbox"/>	Modification			Direct inquiries to: Adresser toutes demandes de renseignements à: BEAUV AIS-LEFORT, M 613-952-2243

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/338/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/338/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total	
	Resulting Contract Clauses E60ZT-120001/338/ZT  1. Security Requirement Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.  2. Statement of Work									
Solicitation closes - L'invitation à soumissionner prend fin le At - À 00:00:00		The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.				State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.				
On - Le		Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.				F.O.B. Point - Point FAB      Destination				
Name and address of Vendor - Nom et adresse du fournisseur  COACHING ALLIANCES 147 GLEBE AVENUE OTTAWA ON K1S 2C4 CANADA  Phone: (613) 230-2886		Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)				Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques, des fonds sont disponibles.				
						Total Estimated Cost Coût global estimatif \$ 5,650.00				
Signature		Date	Telephone No. - N° de téléphone		Signature				Title - Titre	
<input type="checkbox"/> Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.		<input type="checkbox"/> You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.	<input type="checkbox"/> Return the signed copy forthwith. Préparez de retourner immédiatement une copie dûment signée.		The Vendor hereby accepts/acknowledges this contract. Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.					
Vendor No. - No. du Fournisseur 125748	Fax No. - No. de Télécopie (613) 230-7556	JUS 9200-11 (07/2006)								000075



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>This bid solicitation is being issued for the requirement of Professional Services of one (1) Leadership Development consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.</p> <p>3. Standard Clauses and Conditions All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>) issued by Public Works and Government Services Canada.</p> <p>4. General Conditions 2010B 2014-09-25, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p>5. Term of Contract</p> <p>5.1 Period of the Contract The Work is to be performed during the period of July 6, 2015 to March 31, 2016.</p> <p>6. Authorities</p> <p>6.1 Contracting Authority The Contracting Authority for the Contract is: Mélanie Beauvais-Lefort Contracting and Materiel Officer Department of Justice Canada 284 Wellington Street - EMB Room 1257 Ottawa, ON K1A 0H8 Telephone: 613-952-2243 E-mail address: <a href="mailto:melanie.beauvais-lefort@justice.gc.ca">melanie.beauvais-lefort@justice.gc.ca</a></p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p>6.2 Project Authority The Project Authority for the Contract is: Michel Brazeau Director General Human Resources Branch</p>								



Government of  
Canada

Gouvernement du  
Canada

s.19(1)  
s.20(1)(c)

**Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Department of Justice Canada 275 Sparks Street Ottawa, Ontario K1A 0H8 Telephone: 613-941-1867 E-mail address: michel.brazeau@justice.gc.ca</p> <p>The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p><b>6.3 Contractor's Representative</b></p> <p>Director, Principal Coach and Consultant 147 Glebe Avenue Ottawa ON K1S 2C4 Telephone: 613-230-2886 Email: [REDACTED] @magma.ca</p> <p><b>7. Payment</b></p> <p><b>7.1 Basis of Payment - Limitation of Expenditure</b></p> <p>The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with Annex A - Statement of work to a limitation of expenditure of \$5,000.00. Customs duties are included and Applicable Taxes are extra.</p> <p><b>7.1.1 Basis of Payment - Professional Fees</b> Resource: [REDACTED] Hourly rate: [REDACTED] Level of Effort: up to a maximum of [REDACTED] sessions of 2 hours</p> <p>For the purpose of this Contract, a face to face session will last 1.5 hours and will required 0.5 hours of preparation.</p> <p><b>7.2 Limitation of Expenditure</b></p> <p>1. Canada's total liability to the Contractor under the Contract must not exceed \$5,000.00. Customs duties are included and Applicable Taxes are extra.</p> <p>2. No increase in the total liability of Canada or in the price of</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Mat. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <ul style="list-style-type: none"> <li>a. when it is 75 percent committed, or</li> <li>b. four (4) months before the contract expiry date, or</li> <li>c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.</li> </ul> <p>3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p><b>7.3 Method of Payment - Multiple Payments</b> Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none"> <li>a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;</li> <li>b. all such documents have been verified by Canada;</li> <li>c. the Work delivered has been accepted by Canada.</li> </ul> <p><b>7.4 Payment by Direct Deposit</b> Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.</p> <p>To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a>.</p> <p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to</p>								



Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20- Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services ) forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p><b>7.5 Discretionary Audit</b></p> <p>The following are subject to government audit before or after payment is made:</p> <p>a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.</p> <p>b) The accuracy of the Contractor's time recording system.</p> <p>c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s). d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.</p> <p>Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.</p> <p><b>7.6 Time Verification</b></p> <p>Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p><b>8. Invoicing Instructions</b></p> <p>The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>cannot be submitted until all work identified in the invoice is completed.</p> <p>Each invoice must be supported by:</p> <ul style="list-style-type: none"> <li>a. A copy of time sheets to support the time claimed</li> </ul> <p>Invoices must be distributed as follows:</p> <ul style="list-style-type: none"> <li>a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.</li> </ul> <p><b>8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices</b></p> <p>(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p> <p>(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.</p> <p><b>9. Certifications - Compliance</b></p> <p>The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.</p> <p><b>10. Applicable Laws</b></p> <p>The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.</p> <p><b>11. Priority of Documents</b></p> <p>If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M D-J	To - À Y-A-M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>a. the Articles of Agreement;  b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity)  c. Annex A, Statement of Work;  d. Supply Arrangement Number E60ZT-120001/338/ZT  e. The Contractor's bid</p> <p>12 Basis for Canada's Ownership of Intellectual Property  The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:  - where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.</p> <p>13. Translation of Documentation  The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p>14. Replacement of Specific Individuals  1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.  2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:  (a) the name, qualifications and experience of the proposed replacement; and  (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.  3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-AMD-J	To - À Y-AMD-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.</p> <p><b>15. Ownership</b></p> <p>1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p><b>16. Liability</b></p> <p>The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.</p> <p><b>17. Intellectual Property Infringement and Royalties</b></p> <p>1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>2. If anyone makes a claim against Canada or the Contractor</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Vat. limite	GST% %TPS	GST Total Total TPS	Total
	<p>concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>3. The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none"> <li>(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or</li> <li>(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or</li> <li>(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or</li> <li>(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.</li> </ul> <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:</p> <ul style="list-style-type: none"> <li>(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or</li> <li>(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or</li> <li>(c) take back the Work and refund any part of the Contract Price that Canada has already paid.</li> </ul> <p>If the Contractor determines that none of these alternatives can</p>								

s.19(1)



Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p><b>ANNEX A - STATEMENT OF WORK</b></p> <p><b>1. Title</b> Executive Coaching Services for L. Pratt-Tremblay</p> <p><b>2. OBJECTIVE</b> [REDACTED] coaching alliances Inc. will provide a series of individual coaching sessions for Laurie Pratt-Tremblay, Senior Director, HR Operations and Client Services. The sessions will mainly focus on continued development of identified executive leadership skills and ongoing career planning and development in the context of your recent appointment as Senior Director in the Human Resources Branch, Justice Canada. A detailed coaching program will be developed in consultation with Laurie.</p> <p><b>3. Scope:</b> [REDACTED] will provide coaching on continued development of identified executive leadership skills and ongoing career planning and development in the context of her recent appointment as Senior Director in the Human Resources Branch, Justice Canada. A detailed coaching program will be developed in consultation with Laurie.</p> <p><b>4. Tasks:</b></p> <p>4.1. Face to face sessions consisting of coaching conversations to clarify expectations, context and current issues; articulate leadership and career goals; identify relevant leadership and career management competencies that may need further development; formulate an actionable coaching program; and engage in focused practice and ongoing assessment to ensure progress.</p> <p>4.2 Self-observation exercises designed to surface additional information about current expectations and practices, and to identify the competencies required to make needed changes in support of the coaching program goals.</p> <p>4.3 Practices designed to strengthen and/or develop particular competencies needed to achieve the agreed coaching program outcomes.</p> <p>4.4 A personal written record or journal to record learnings related to the self-observation exercises and assigned practices.</p>								

JUS 9200-11 (07/2006)

Requisition No. - Demande		
Ord. Off - Bur. demand. 19371	Yr. - An. 15	Ser. No - N° de série 8338

Page 10 of 11  
000084



Gouvernement du  
Canada

s.19(1)  
s.20(1)(c)

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
00010	<p>5. Deliverables:</p> <p>5.1 In-person sessions of 1.5 hours each requiring coach pre-session time of 0.5 hour for a total of 2 hours per session at an hourly rate of [REDACTED] Under certain circumstances, coaching conversations may be conducted by telephone.</p> <p>5.2 Ongoing communication via telephone, e-mail and/or fax as needed to ensure support between meetings.</p> <p>5.3 Self-observation exercises.</p> <p>5.4. Competency-focused practices.</p> <p>5.5 Selected readings.</p> <p>[REDACTED] - Coaching Alliances Inc.</p> <p>Financial Codes Codage financier 0130-19060-15--3750 -4060</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p> <p style="text-align: right;">Amount Montant 5,000.00</p>	2015.07.06	2016.03.31	19371	[REDACTED]	[REDACTED]	13%	650.00	5,650.00

s.19(1)



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Government of Canada		Gouvernement du Canada		Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats									
From - De				Date of solicitation - Date de l'invitation à soumissionner		Accounting Office Code Code du bureau comptable		Requisition No. - Demande		Page			
COCONETU, TRAIAN NATIONAL CAPITAL REGION RÉGION DE LA CAPITALE NATIONALE 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA  PHONE: 613-301-9709 FAX:				Clauses (1) and (2) below will form part of this Les clauses 1 et 2 ci-dessous font partie du document de :		19138		Ord. Off - Bur. demandé 19138		Yr. - Ann. 15		1 of 12	
				Request for proposal <input type="checkbox"/> Demande de proposition		Destination		Ser. No. - N° de série 8545		Inspection Agency - Chargé de l'inspection			
				Contract <input checked="" type="checkbox"/> Contrat		EVALUATION DIVISION - CSB DEPARTMENT OF JUSTICE CANADA ATT: LUCIE FRENETTE (613-946-3830) 2020-275 SPARKS ST OTTAWA ON K1A 0H8 CANADA				Consignee at destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-dessus.			
				Amendment <input type="checkbox"/> Modification						Direct inquiries to: Adress toutes demandes de renseignements à: COCONETU, TRAIAN 613-301-9709			
Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.													
À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise y compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimé. Les prix comprennent les frais d'emballage et de conditionnement et sont FOB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.													
1 The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf. Le "Ministre" désigne le Ministre de la Justice Canada et toute autre personne désignée pour le remplacer. 2 The terms and conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/804/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document. Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre des Travaux publics et Services gouvernementaux Canada, et portant le numéro de série E60ZT-120001/804/ZT sont incorporées dans les présentes.													
Name Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Valeur limite	GST% %TPS	GST Total Total TPS	Total				
	<b>I) CONTRACT DOCUMENTS</b> The following documents shall form part of this contract:  1) The ProServices Supply Arrangement Number E60ZT-120001/804/ZT, included all clauses terms and conditions.  2) The Vendor Proposal entitled Performance Measurement Strategy and dated June 19, 2015.  3) The annexes to the Contract.												
Solicitation closes - L'invitation à soumissionner prend fin le à 00:00:00		The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets or the price(s); and on/thereafter. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.								State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.			
n - Le		Le fournisseur offre et convient de vendre au Ministre, aux termes et conditions stipulés dans les présentes et dans les documents joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur devraient être considérées comme des offres de vente.								F.O.B. Point - Point FAB Destination Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles PR#10000185457 on file Signature Date			
Name and address of Vendor - Nom et adresse du fournisseur  JHG CONSULTING NETWORK INC 1840 BURRITTS RAPIDS ROAD MERRICKVILLE ON K0G 1N0 CANADA Phone: 613-269-2002		Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (saisir ou imprimer)								Total Estimated Cost Coût global estimé \$ 24,860.00			
Indor No. - N° du Fournisseur 124188		Your order will be filled as indicated herein.  You are requested to supply as indicated herein. Nous vous demandons de téléphoner au cas où ceci est précisé dans les présentes.								For the Minister - Réservez pour l'Ministre June 30/15 Telephone No. - N° de Télép. 613-269-2002 Date Signature I accept this contract et qu'il l'accepte			
Fax No. - N° de Télécopie 613-269-4884		<input type="checkbox"/>								<input checked="" type="checkbox"/> Return the signed copy forthwith Préparez de retourner immédiatement une copie signée.			
S 9200-41 (07/2006)													



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Vel. limite	GST% %TPS	GST Total Total TPS	Total
	<p><b>II) CONTRACT CLAUSES</b></p> <p>The following clauses apply to and form part of the present contract number 191385845:</p> <p>Delivery Requirements Outside a Comprehensive Land Claims Settlement Area</p> <p>The present Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.</p> <p><b>1 Security Requirements</b></p> <p>The following security requirements (SRCL and related clauses) apply and form part of the Contract.</p> <p><b>1.1 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19</b></p> <p>i. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</p> <p>ii. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET as required, granted or approved by CISD/PWGSC.</p> <p>iii. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.</p> <p>iv. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</p> <p>v. The Contractor/Offeror must comply with the provisions of the:</p> <ul style="list-style-type: none"> <li>a. Security Requirements Check List and security guide (if applicable), attached at Annex C;</li> <li>b. Industrial Security Manual (Latest Edition).</li> </ul> <p><b>2 Statement of Work</b></p> <p>This Contract is being issued for the requirement of Professional Services of one (1) Performance Measurement Consultant for the Department of Justice Canada under the ProServices Supply</p>								

JUS 9200-11 (07/2008)

Ord. Off.-Bur doman. 19138	Yr.-An. 15	Ser. No.-N° de série 8545
-------------------------------	---------------	------------------------------

Requisition No. - Demande

Page 2 of 12



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement/Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Vat. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Annex "A" Statement of Work.</p> <p><b>3 Standard Clauses and Conditions</b></p> <p>All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>) issued by Public Works and Government Services Canada.</p> <p><b>3.1 General Conditions</b></p> <p>2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p><b>4 Term of Contract</b></p> <p><b>4.1 Period of the Contract</b></p> <p>The Work is to be performed during the period of July 6, 2015 to October 7, 2015.</p> <p><b>5 Authorities</b></p> <p><b>5.1 Contracting Authority</b></p> <p>The Contracting Authority for the Contract is:</p> <p>Contact Name: Traian Coconetu Telephone: 613-301-9709 E-mail address: <a href="mailto:traian.coconetu@justice.gc.ca">traian.coconetu@justice.gc.ca</a></p> <p>Department Name and Address: Justice Canada 284 Wellington Street Ottawa, Ontario K1A 0H8 Canada</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p>								

US 9200-11 (07/2006)

Requisition No. - Demande  
Ord Off - Bur. demand. Yr. - An. Ser. No - N° de série  
19138 15 8545

Page 3 of 12

s.19(1)



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Vat. limite	GST% %TPS	GST Total Total TPS	Total
5.2 Project Authority	<p>The Project Authority for the Contract is:</p> <p>Contact Name: Paula McLenaghan Telephone: (613) 952-3594 E-mail address: paula.mclenaghan@justice.gc.ca</p> <p>Department Name and Address: Justice Canada 284 Wellington Street Ottawa, Ontario K1A 0H8 Canada</p> <p>The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p>								
5.3 Contractor's Representative	<p>The Contractor's Representative for the Contract is:</p> <p>Contact Name: [REDACTED] Telephone: 613-298-9877 E-mail address: [REDACTED]@jhgconsulting.com</p> <p>Organisation Name and Address: JHG Consulting Network Inc. 1840 Burritts Rapids Road Merrickville, Ontario K0G 1N0 Canada</p>								
6 Payment	<p>6.1 Basis of Payment- Firm Unit Price</p> <p>In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below. Customs duties are included and Applicable Taxes are extra.</p> <p>Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have</p>								

JUS 0200-11 (07/2006)

Requester No. - Demande  
Ord. Off - Ord. demand. Yr - Ann. Ser. No - N° de série  
19138 15 8545

Page 4 of 12

s.19(1)  
s.20(1)(c)



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Vat. Limite	GST% %TPS	GST Total Total TPS	Total
	<p>been approved, in writing, by the Contracting Authority before their incorporation into the Work.</p> <p><b>6.2 Basis of Payment- Professional Fees</b></p> <p>Resource 1: [REDACTED] Per Diem Rate: Level of Effort: up to a maximum of [REDACTED] days</p> <p>Resource 2: [REDACTED] Per Diem Rate: Level of Effort: up to a maximum of [REDACTED] day.</p> <p>For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked</p> <p><b>6.3 Authorized Travel and Living Expenses</b></p> <p>Canada will not pay any travel or living expenses associated with performing the Work.</p> <p><b>6.4 Limitation of Expenditure</b></p> <p>1. Canada's total liability to the Contractor under the Contract must not exceed \$ 22,000.00. Customs duties are include and Applicable Taxes are extra.</p> <p>2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.</p> <p>The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <p>a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.</p> <p>3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written</p>								

IS 9200-11 (07/2006)

Requisition No. - Demande  
Ord. Off - Buz. demand 19138  
Yr. - An 15  
Ser. No - N° de série 8545

Page 5 of 12

000090



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code corriagatoire	No. of Days N° de jours	Fees / Val. Limite Taux/Vale. limite	GST% %TPS	GST Total Total TPS	Total
	<p>estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p><b>7 Method of Payment</b></p> <p><b>7.1 Milestone Payment</b></p> <p>Canada will make milestone payments in accordance with the Schedule of Milestones detailed in Annex B and the payment provisions of the Contract if:</p> <ul style="list-style-type: none"> <li>a. an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;</li> <li>b. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;</li> <li>c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.</li> </ul> <p><b>7.2 Payment by Direct Deposit</b></p> <p>Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-09-25), General Conditions - Higher Complexity - Goods forming part of this Contract.</p> <p>To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a>.</p> <p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20- Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services ) forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p><b>8 Accounts and Audit</b></p> <p><b>1. The Contractor must keep proper accounts and records of the</b></p>								

JUS 9200-11 (07/2006)

Ord. Off - Ord. demandé	Requisition No. - Demande
19138	Yr. - Ann.
	Ser. No. - N° de série
	15
	8545

Page 6 of 12



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement/Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. Limite	GST% %TPS	GST Total Total TPS	Total
	<p>cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.</p> <p>2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.</p> <p>3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.</p> <p>4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.</p> <p>9 Time Verification</p> <p>Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p>10 Invoicing Instructions</p> <p>The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.</p>								

S 9200-11 (07/2006)

Requisition No. - Demande  
Ord. Off. - Bur. devon. Yr. - Ann. Ser. No. - N° de série  
19138 15 8545

Page 7 of 12



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No of Days N° de jours	Fees/Val. Limit Taux/Vale. Limite	GST% %TPS	GST Total Total TPS	Total
	<p>Each invoice must be supported by:</p> <p>a. A copy of time sheets to support the time claimed</p> <p>Invoices must be distributed as follows:</p> <p>a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.</p> <p>11 No Responsibility to Pay for Work not performed due to Closure of Government Offices</p> <p>(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p> <p>(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.</p> <p>12 Certifications Compliance</p> <p>The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.</p> <p>13 Applicable Laws</p> <p>The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.</p> <p>14 Priority of Documents</p> <p>If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <p>(a) the Articles of Agreement;</p>								

JUS 9200-11 (07/2006)

Requisition No. - Demande		
Ord. Off - Bur. demand.	Yr. - An.	Ser. No. - N° de série
19138	15	8545

Page 8 of 12



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Sollicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Vat. limite	GST% %TPS	GST Total Total TPS	Total
	<p>(b) the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity); (c) Annex A, Statement of Work; (d) Annex B, Basis of Payment; (e) Annex C, Security Requirements Check List; (f) Supply Arrangement Number E602T-120001/804/ZT ; and (g) the Contractor's bid dated June 19, 2015.</p> <p><b>15 Basis for Canada's Ownership of Intellectual Property</b></p> <p>The Department of Justice Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:</p> <p>- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.</p> <p><b>16 Translation of Documentation</b></p> <p>The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p><b>17 Replacement of Specific Individuals</b></p> <p>1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</p> <p>2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <p>(a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.</p>								

IS 9200-11 (07/2008)

Requisition No - Demande		
Ord Off - Sur. canadien 19136	Yr. - An 15	Ser. No - N° de série 8545

Page

9

of

12



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitud/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No of Days N° de jours	Fees / Mtl Limit Taux/Mtl. limite	GST% %TPS	GST Total Total TPS	Total
	<p>3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract</p> <p><b>18 Ownership</b></p> <p>1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p><b>19 Liability</b></p> <p>The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.</p>								
JUS 9200-11 (07/2006)					Requisition No - Demande Ord. Ord - Num. demand 19138 Yr. - An. 15 Ser. No - N° de série 8545			Page 10 of 12	



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement/Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Val. Limit Taux/Valeur limite	GST% %TPS	GST Total Total TPS	Total
20	<p><b>Intellectual Property Infringement and Royalties</b></p> <p>1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>3. The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none"> <li>(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or</li> <li>(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or</li> <li>(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or</li> <li>(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that</li> </ul>								

S 6200-11 (07/2005)

Requisition No. - Demande		
Ord. Off - Sur demande	Yr. - Ann.	Set. No. - N° de série
19138	15	8545

Page 11 of 12

s.20(1)(c)

Government of Canada		Gouvernement du Canada		Supply Arrangement/Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats						
Item Article	Description	From - De Y-AMDJ	To - À Y-AMDJ	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Vale limité	GST% %TPS	GST Total Total TPS	Total	
	<p>infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.</p> <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:</p> <ul style="list-style-type: none"> <li>(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or</li> <li>(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or</li> <li>(c) take back the Work and refund any part of the Contract Price that Canada has already paid.</li> </ul> <p>If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p>LIST OF ANNEXES (See documents attached)</p> <p>1) ANNEX "A"- STATEMENT OF WORK 2) ANNEX "B"- BASIS OF PAYMENT 3) ANNEX "C" -SECURITY REQUIREMENTS CHECK LIST 4) ANNEX D : RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM</p>									
00010	Perf. Meas. Strat. Investigative Powers	2015.07.06	2015.10.07	19138			13%	1,430.00	12,430.00	
00020	Perf. Meas.. Strat. Investigative Powers	2015.07.06	2015.10.07	19138			13%	1,430.00	12,430.00	
	<p>Financial Codes Codage financier 0130-18044-15--3704 -4010</p> <p>Amount Montant 22,000.00</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>									

JUS 9200-11 (07/2006)

Requisition No. - Demande
Dir. Off - Bur. demand 19138
Yr. - An. 15
Ser. No. - N° de série 8545

Page 12 of 12

s.19(1)



From - Dod  
**PORDONICK, KAYLA**  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
PHONE: 613-946-9012  
FAX:

Gouvernement du Canada

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes ou la part de la Couronne, tous les prix sont en monnaie canadienne, les droits de douane canadiens et la taxe d'excise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

- The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.  
Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.
- The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/294/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.  
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/294/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M-D-J	To - À Y-A M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fee/Val. Limit Taux/Vai. limite	GST% %TPS	GST Total Total TPS	Total
	<b>CONTRACT SPECIFICATIONS</b> E60ZT-120001/294/ZT  1. Security Requirements The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.  1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by								
Solicitation closes - L'invitation à soumissionner prend fin le Al - A 00:00:00		The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.		State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.					
On - Le		Le fournisseur offre et convient de vendre au Ministre, sur conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.		F.O.B. Point = Point FAB Destination					
Name and address of Vendor - Nom et adresse du fournisseur <b>HALIFAX GROUP, THE C/O CHRISTOPHER BRANCH 400-190 O'CONNOR ST OTTAWA ON K2P 2R3 CANADA</b> Phone: (613) 230-333...		Name and title of person authorized to sign on behalf of Vendor (type or print) sur (en lettres molles)		Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles.		<b>PR 1000018714 on file</b> Signature Date			
Vendor No. - N° du Fournisseur 103824	Fax No. - N° de Télécopie (613) 230-8116	Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.	You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.	Return the signed copy forthwith. Veuillez retourner immédiatement une copie dûment signée.	The undersigned has read and understood this contract. Le _____ a pris connaissance du présent _____.	Total Estimated Cost Coût global estimatif \$ 16,526.25	For the Minister - Réservé au Ministre <i>K. Pordonick</i>		

JUS 9200-11 (07/2006)

9  
000098



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Vel. limite	GST% %TPS	GST Total Total TPS	Total
	<p>the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</p> <p>1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.</p> <p>1.3 The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.</p> <p>1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</p> <p>1.5 The Contractor/Offeror must comply with the provisions of the:</p> <ul style="list-style-type: none"><li>a. Security Requirements Check List and security guide (if applicable), attached at Annex B;</li><li>b. Industrial Security Manual (Latest Edition).</li></ul> <p>2. Statement of Work</p> <p>The Contractor must perform the Work in accordance with the Statement of Work at Annex A.</p> <p>3. Standard Clauses and Conditions</p> <p>All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>) issued by Public Works and Government Services Canada.</p> <p>3.1 General Conditions</p> <p>2010B (2015-07-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p>3.2 Supplemental General Conditions</p> <p>4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.</p> <p>4. Term of Contract</p> <p>The period of the Contract is from date of award to September 30, 2015 inclusive.</p> <p>5. Authorities</p> <p>5.1 Contracting Authority</p> <p>The Contracting Authority for the Contract is: Kayla Pordonick Contracting and Materiel Officer Department of Justice Canada</p>								

JUS 9200-11 (07/2006)

Requisition No. - Demande  
Ord. Off.-Bur. domen. Yr. - An. Sor. No.-N° de série  
19285 15 8714

Page 2 of 11

s.19(1)  
s.20(1)(c)



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>284 Wellington Street, EMB 1245 Ottawa ON, K1A 0H8 Telephone: 613-946-9012 E-mail address: Kayla.Pordonick@justice.gc.ca</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p><b>5.2 Project Authority</b> Alexis Ford-Ellis Manager, Wellness Program Department of Justice Canada 350 Albert Street, Room 353 Ottawa ON, K1A 0H8 Telephone: 613-957-7558 E-mail address: Alexis.Ford-Ellis@justice.gc.ca</p> <p>The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p><b>5.3 Contractor's Representative</b> Telephone: 613-230-3337 E-mail address: [REDACTED]@halifaxgroup.com</p> <p><b>6. Payment</b></p> <p><b>6.1 Basis of Payment - Firm Unit Price</b> In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below. Customs duties are included and Applicable Taxes are extra.</p> <p>Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.</p> <p><b>6.1.1 Basis of Payment - Professional Fees</b> Resource: Per Diem Rate:</p>								

JUS 9200-11 (07/2006)

Requisition No. - Demande  
Ord. Off - Sur. doman. Yr. - An. Ser. No. - N° de série  
19285 15 8714

Page 3 of 11

s.20(1)(c)



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - To Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Vat. Limit Taux/Vat. limite	GST% %TPS	GST Total Total TPS	Total
	<p><b>Level of Effort:</b> up to a maximum of [REDACTED] days</p> <p>For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.</p> <p><b>6.2 Authorized Travel and Living Expenses</b> Canada will not pay any travel or living expenses associated with performing the Work.</p> <p><b>6.3 Limitation of Expenditure</b></p> <p><b>6.3.1</b> Canada's total liability to the Contractor under the Contract must not exceed \$14,625.00. Customs duties are included and Applicable Taxes are extra.</p> <p><b>6.3.2</b> No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <ol style="list-style-type: none"><li>when it is 75 percent committed, or</li><li>four (4) months before the contract expiry date, or</li><li>as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.</li></ol> <p><b>6.3.3</b> If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p><b>6.4 Method of Payment</b> Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:</p> <ol style="list-style-type: none"><li>an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;</li><li>all such documents have been verified by Canada;</li><li>the Work delivered has been accepted by Canada.</li></ol>								

JUS 9200-11 (07/2006)

Requisition No. - Demande  
Ord. Off - Bur. demand. Yr. - An. Ser. No. - N° de série  
19285 15 8714

Page 4 of 11



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement/Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - To Y-A-M-D-J	To - A Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Vol. Limite	GST% %TPS	GST Total Total TPS	Total
7.	<p><b>Accounts and Audit</b></p> <p>7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.</p> <p>7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.</p> <p>7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.</p> <p>7.4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.</p> <p><b>Invoicing Instructions</b></p> <p>The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.</p> <p>Invoices must be distributed as follows:</p> <p>a. The original and one (1) copy must be forwarded to the following address: Diane Latreille Department of Justice Canada 350 Albert Street, Room 360</p>								

JUS 9200-11 (07/2006)

Requisition No. - Demande  
Ord. Off - Bur. demand. Yr. - An. Ser. No. - N° de série  
19285 15 8714

Page 5 of 11



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement/Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Vol. Limit Taux/Vol. Limite	GST% %TPS	GST Total Total TPS	Total
	<p>Ottawa ON, K1A 0H8 Telephone: 613-952-6551 Email: Diane.Latreille@justice.gc.ca</p> <p>9. No Responsibility to Pay for Work not Performed due to Closure of Government Offices (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p> <p>(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.</p> <p>10. Certifications Compliance The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.</p> <p>11. Applicable Laws The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.</p> <p>12. Priority of Documents If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <ul style="list-style-type: none"> <li>(a) the Articles of Agreement;</li> <li>(b) the supplemental general condition 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;</li> <li>(c) the general conditions 2010B (2015-07-03), General Conditions - Professional Services (Medium Complexity);</li> <li>(d) Annex A, Statement of Work;</li> <li>(e) Annex B, Security Requirements Check List;</li> <li>(f) Supply Arrangement Number E60ZT-120001/246/ZT (the "Supply Arrangement"); and</li> </ul>								

JUS 9200-11 (07/2006)

Requisition No. - Demande Ord. Off - Sur demande	Yr. - An. 19285	Ser. No. - N° de série 8714
---	--------------------	--------------------------------

Page 6 of 11



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement/Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Total/Vale. limite	GST% %TPS	GST Total Total TPS	Total
	<p>(g) the Contractor's Proposal: Employee Assistance Program Procurement</p> <p>13. Basis for Canada's Ownership of Intellectual Property The Department of Justice Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: - where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.</p> <p>14. Translation of Documentation The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p>15. Replacement of Specific Individuals</p> <p>15.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</p> <p>15.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <ul style="list-style-type: none"> <li>(a) the name, qualifications and experience of the proposed replacement; and</li> <li>(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.</li> </ul> <p>15.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of</p>								

JUS 9200-11 (07/2006)

Requisition No. - Demande		
Ord. Off - Bur. demand. 19285	Yr. - An. 15	Ser. No. - N° de série 8714

Page 7 of 11



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Sollicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Vat. Limit Taux/Vat. limite	GST% %TPS	GST Total Total TPS	Total
	<p>the Contract</p> <p>16. Ownership</p> <p>16.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>16.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>16.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>16.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p>17. Liability</p> <p>The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.</p> <p>18. Intellectual Property Infringement and Royalties</p> <p>18.1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>18.2 If anyone makes a claim against Canada or the Contractor</p>								

JUS 9200-11 (07/2006)

Requisition No. - Demande  
Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série  
19285 15 8714

Page 8 of 11



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M-D-J	To - A Y-A M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Vat. Limit Taux/Vat. limite	GST% %TPS	GST Total Total TPS	Total
	<p>concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>18.3 The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none"> <li>(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or</li> <li>(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or</li> <li>(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or</li> <li>(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.</li> </ul> <p>18.4 If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:</p> <ul style="list-style-type: none"> <li>(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or</li> <li>(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or</li> <li>(c) take back the Work and refund any part of the Contract Price</li> </ul>								
JUS 9200-11 (07/2006)									
Requisition No. - Demande Ord. Off - Bur. demande      Yr. - An.      Ser. No. - N° de série 19285      15      8714									

Page 9 of 11



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Sollicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Vale. limite	GST% %TPS	GST Total Total TPS	Total
	<p>that Canada has already paid. If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p><b>ANNEX A - STATEMENT OF WORK</b></p> <p><b>1. Title</b> Procurement Specialist - Employee Assistance Program Procurement</p> <p><b>2. Background</b> Services for Justice Canada's Employee Assistance Program (EAP) are currently provided on a cost-recovery basis by Health Canada's Employee Assistance Services Division, which provides services across Canada.</p> <p>Through a competitive procurement process, the Workplace Branch wishes to determine if the private sector or other organizations outside the federal government can provide the services currently provided by Health Canada at a competitive price. The Branch also wishes to determine if additional services can be delivered in a cost-effective manner by such a service provider.</p> <p><b>3. Scope</b> The Workplace Branch requires the services of an experienced consultant to support the development of a statement of work and technical evaluation criteria for the procurement document. The Work will include:</p> <ul style="list-style-type: none"> <li>- Determining, in consultation with the Workplace Branch, the services to be included in the procurement;</li> <li>- Surveying or reviewing how other federal government departments procure and deliver employee assistance services; and</li> <li>- Developing the statement of work and technical evaluation criteria for the procurement document.</li> </ul> <p><b>4. Tasks/Deliverables</b> The resource will undertake the following work on an as and when required basis:</p> <ol style="list-style-type: none"> <li>i) Review relevant employee assistance services documentation provided by the Workplace Branch;</li> <li>ii) Meet with the Workplace Branch staff and any other key stakeholders identified by the Branch to determine the specific services to be procured;</li> <li>iii) Review the procurement and delivery of similar services by other government departments/agencies from service providers other</li> </ol>								

JUS 9200-11 (07/2006)

Requisition No. - Demande Ord. Off - Bur. domain. 19285	Yr. - An. 15	Ser. No - N° de série 8714
---	-----------------	-------------------------------

Page 10 of 11

s.19(1)  
s.20(1)(c)



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Vol. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
00010	<p>than Health Canada to identify best practices;</p> <p>iv) Develop a draft statement of work, review and obtain feedback from the Workplace Branch and finalize;</p> <p>v) Develop draft technical evaluation criteria (mandatory and rated requirements), review and obtain feedback from the Workplace Branch and finalize; and</p> <p>vi) Ensure that the statement of work and technical evaluation criteria comply with Government of Canada contracting policies, directives, guidelines and practices.</p> <p>5. Due Dates</p> <p>Due dates for Tasks/Deliverables are to be determined by the Project Authority. All work shall be completed no later than September 30, 2015.</p> <p>ANNEX B - SECURITY REQUIREMENTS CHECK LIST (SRCL) Please see the attached SRCL.</p> <p>Category 10.7 - [REDACTED]</p> <p>Financial Codes Codage financier 0130-18045-15--3750 -4060</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p> <p>Amount Montant 14,625.00</p>	2015.07.22	2015.09.30	19285	[REDACTED]	[REDACTED]	13%	1,901.25	16,526.25

JUS 9200-11 (07/2006)

Requisition No. - Demande  
Ord. Off - Bur. doman. Yr. - An. Ser. No. - N° de série  
19285 15 8714

Page 11 of 11

000108

s.19(1)

Government of Canada		Gouvernement du Canada		Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats											
From - De	PONDONICK, KAYLA NATIONAL CAPITAL REGION REGION DE CAPITALE NATIONALE 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA PHONE: 613-946-9012 FAX:	To - À		Requesting Office Code Code du bureau souhaité	Requester No. - Demande No. de demande	Page 1 of 11									
				19138	On: 09-Sep-2015 M: Mi Yr: 15 Ref. No.: N° de référence 8715										
				Inspection Agency - Chargé de l'inspection											
				Consignee in destination unless otherwise specified Destinataire au coût de livraison sauf indication contraire											
				Direct Inquiries to: Adresser toutes demandes de renseignements à: PONDONICK, KAYLA 613-946-9012											
<p><b>PONDONICK, KAYLA</b> NATIONAL CAPITAL REGION REGION DE CAPITALE NATIONALE 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA PHONE: 613-946-9012 FAX:</p> <p>Unless otherwise indicated herein by the Owner, all prices are to be in Canadian funds and exclude applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra and applicable to the unit price. GST is included in the total estimated cost. Prices include packing, packaging and any FOB (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable, for provincial taxes, see the Supply Arrangement.</p> <p>A major condition contained in these presenties de la part de la Couronne, sont les prix pour les marchandises commandées, les droits de douane, le transport et le coût d'excise par rapport au prix. Le prix pour les marchandises (MOQ) n'inclut pas les taxes provinciales. Les TPS applicables aux prix unitaires est en sus. Le TPS est compris dans le coût total estimé. Les prix comprennent les frais d'emballage et de conditionnement et sont FOB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.</p>		<p>Date of invitation - Date de l'invitation à soumissionner</p> <p>Clauses (1) and (2) below will form part of this Les clauses 1 et 2 ci-dessous font partie du document de</p> <p>Request for proposal <input type="checkbox"/> Demande d'offre</p> <p>Contact <input checked="" type="checkbox"/> Contact</p> <p>Amendment <input type="checkbox"/> Modification</p>		Destination	<p>EVALUATION DIVISION - CSB DEPARTMENT OF JUSTICE CANADA ACT: LUCIE FRENETTE (613-946-3830) 2920-275 SPARKS ST OTTAWA ON K1A 0B8 CANADA</p> <p>Period - (Total time for completion to be sent to Fournisseur. Remplir et signer l'original et faxer copies à EVALUATION DIVISION - CSB DEPARTMENT OF JUSTICE CANADA ACT: LUCIE FRENETTE (613-946-3830) 2920-275 SPARKS ST OTTAWA ON K1A 0B8 CANADA.</p>										
				Amendment No./N° de l'amendement	Previous Value - Valeur précédente										
				Inv. Dées - Numéro Inv.	Received Status - état et réception										
<p>1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf. Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne déléguée pour le remplacer. 2. The terms and conditions set out in SSC Supply Arrangement SOR/2015/804/ZT between the Vendor and the Crown as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document. Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, énoncées entre le Fournisseur et la Couronne, représentée par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de droit E602T-120001/804/ZT sont incorporées dans les présentes.</p>															
Item Article	Description	From - De Y-M-D y-m-d	To - À Y-M-D y-m-d	Cost/Unit Coût par unité	No. of Days N° de jours	Fees/Val Unit Taxes/Unit Value Frais/taux unitaire Taxes/taux unitaire	GST % TVA %	GST Total Total TPS	Total						
<p>CONTRACT SPECIFICATIONS E602T-120001/804/ZT</p> <p>1. Security Requirements The following security requirements (SRCL) and related clauses provided by ISPI apply and form part of the Contract.</p> <p>1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security</p>															
<p>Solicitation Dates - Invitation à soumissionner et date limite</p> <p>At - A 00/00/00</p> <p>On - Le</p> <p>Name and address of Vendor - Nom et adresse du fournisseur</p> <p>JHG CONSULTING NETWORK INC 1840 BURRITTS RAPIDS ROAD MERRICKVILLE ON K0G 1N0 CANADA Phone: 613-269-2002</p>		<p>The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attached terms and conditions listed herein and on any attached sheets of the price list for the Vendor. Responses to a request for proposal by a vendor shall be construed as an offer to sell.</p> <p>Le Fournisseur offre et convient de vendre au Ministre, sur les conditions stipulées ci-dessous et dans les documents ci-joint, les biens et services listés herein et sur toute autre feuille de la liste de prix pour le Fournisseur. Les réponses à une demande de proposition par un fournisseur conviennent d'être une offre à vendre.</p> <p>F.O.B. Port - Port FOB Destination</p> <p>En vertu de l'article 32(1) de la Loi sur l'administration financière, les fonds sont disponibles à l'ordre du Ministre. Signature _____ Date _____</p> <p>Total Estimated Cost Coût global estimé \$ 26,860.00</p> <p>On payment contract et out of pocket</p> <p>July 24/15 613-269-2002</p> <p>Telephone No. - N° de téléphone</p> <p>Vendor No. - N° du Fournisseur 124188</p> <p>Fax No. - N° de télécopie 613-269-4884</p> <p>JWS 9200-11 (07/2006)</p>													
<p>Your other agent and conditions priorities</p> <p>Check if the item is not in the data base file</p> <p>Request your supplier to supply you with these items Réquerer à votre fournisseur de vous fournir ces articles</p>		<p>Check if the item is not in the data base file</p> <p>Request the agency to verify whether the item is available une vérification requise</p> <p>The Vendor Le Fournisseur</p>													

s.19(1)

Ref Article	Description	Supply Arrangement/Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats						
		From-De Y-M-D-J	To-A Y-M-D-J	Contract Date Date contractuelle	No of Days N° de jours	Fees/Mtl Unit Taux/Mois, Unité	GST% %GST	GST Total Total IPS
	<p>Directorate (CISD), Public Works and Government Services Canada (PWGSC).</p> <p>1.2 The Contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET as required, granted or approved by CISD/PWGSC.</p> <p>1.3 The Contractor MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.</p> <p>1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</p> <p>1.5 The Contractor must comply with the provisions of the:</p> <ul style="list-style-type: none"><li>a. Security Requirements Check list, attached at Annex B;</li><li>b. Industrial Security Manual (Latest Edition).</li></ul> <p>2. Statement of Work The Contractor must perform the Work in accordance with the Statement of Work at Annex A.</p> <p>3. Standard Clauses and Conditions All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>) issued by Public Works and Government Services Canada.</p> <p>3.1 General Conditions 2010B (2015-07-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p>3.2 Supplemental General Conditions 4007 (2019-08-16), Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.</p> <p>3.3 Specific Persons The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: [REDACTED]</p> <p>4. Term of Contract The period of the Contract is from date of award to December 16, 2019 inclusive.</p> <p>5. Authorities</p>							

JUS9200-11 (7/2004)

Request No. : Commande  
Ord Of Dr. James 19138 15 Ser No. N/A Date Issued 07/25

Page 2 of 11

s.19(1)

Ref Article	Description	Supply Arrangement Sollicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats							
		From - De Y/M/D/J	To - À Y/M/D/J	Consignee Code Code désignataire	No of Days N° de jours	Fees Avail. Limit Frais d'av. limité	GST% TVA%	GST Total Total TPS	Total
5.1 Contracting Authority	The Contracting Authority for the Contract is: Kayla Pordonick Contracting Bid Materiel Officer Department of Justice Canada 284 Wellington Street, EMB 1245 Ottawa ON, K1A 0H8 Telephone: 613-946-9012 E-mail address: Kayla.Pordonick@justice.gc.ca								
5.2 Technical Authority	The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.  Alexis Ford-Ellis Evaluation Manager Department of Justice Canada 284 Wellington Street, EMB 5175 Ottawa ON, K1A 0H8 Telephone: 613-941-4071 E-mail address: Jane.Evans@justice.gc.ca								
5.3 Contractor's Representative	The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.  Telephone: 613-269-2002 E-mail address: [REDACTED]@jhgconsulting.com								
6. Payment	6.1 Basis of Payment - Firm Price For the Work described in Annex A -- Statement of Work:  In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the contractor will be paid a firm price of \$22,000.00. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.								

Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats										
Item Article	Description	From - De N/A VOJ	To - À Y/N MJ	Corporation Code Code d'incorporation	No of Days N° de jours	Fees/Avail. Until Taux/del. until	GST% NTPS	GST Total Total TPS	Total	
	<p>Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work</p> <p><b>6.2 Authorized Travel and Living Expenses</b> Canada will not pay any travel or living expenses associated with performing the Work.</p> <p><b>6.3 Method of Payment - Milestone Payments</b></p> <p><b>6.3.1</b> Canada will make milestone payments in accordance with the Schedule of Milestones outlined in 6.3.2 below and the payment provisions of the Contract; it:</p> <ul style="list-style-type: none"><li>a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;</li><li>b) all such documents have been verified by Canada;</li><li>c) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.</li></ul> <p><b>6.3.2 Schedule of Milestones</b></p> <p>Milestone 1: Receipt and acceptance of the draft PKES that includes a program profile, logic model, performance measurement strategy framework and evaluation strategy Due Date: no later than October 30, 2015 Milestone Amount: \$11,000.00 + HST</p> <p>Milestone 2: Receipt and acceptance of the final PKES Due Date: no later than December 16, 2015 Milestone Amount: \$11,000.00 + HST</p> <p><b>7. Accounts and Audit</b></p> <p><b>7.1</b> The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.</p> <p><b>7.2</b> If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.</p> <p><b>7.3</b> Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under</p>									
JUS 930-11 (2006)		Regulation No. Ord. D.F. du dossier 19238	Directive Procédé 13	For Rec. N° de dossier 8715	Page 4	of 11				

Item Article	Description	Supply Arrangement/Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats							
		Frais de TRANSPORT	Taxe TRANSPORT	Gouverneur/Cadr Chambre/gouverneur	No. d'Entier N° de courrier	Frais N.D.L. Taxes/N.V. Note	GST/HST GST/HST	OST/I.T.P.S. Ost/I.T.P.S.	Total
	<p>the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.</p> <p>7.4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.</p> <p><b>8. Invoicing Instructions</b> The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.</p> <p>Invoices must be distributed as follows: a. The original and one (1) copy must be forwarded to the following address: Lucie Frenette Department of Justice Canada 275 Sparks Street, Saf Room 2020 Ottawa ON, K1A 0H6 Telephone: 613-946-3830 Email: Lucie.Frenette@justice.gc.ca</p> <p><b>9. No Responsibility to Pay for Work not Performed due to Closure of Government Offices</b> (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p> <p>(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been</p>								

JIS #200-11 (07/2008)

Requête/Demande	Page
Demande/Sollicitation 15128	5
Requête/Demande 15	6
Requête/Demande 8715	11

		Government of Canada		Gouvernement du Canada		Supply Arrangement/Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats						
Paragraphe Article	Description	Frais-Dép. FRAIS DÉP.	TVA-A TVA-A	Code congruence Code congruence	Nbr d'Offres Nbr d'Offres	Frais-Nat. Total Total Frais Total FRAIS	GSTX NTPS	GST Total Total TPS	Total			
	able to gain access to the premises.											
10.	Certifications Compliance The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.											
11.	Applicable Laws The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.											
12.	Priority of Documents If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list. (a) the Articles of Agreement; (b) the supplemental general condition 4007 (2010-C6-1G), <i>Conseil à l'Own Intellectual Property Rights in Background Information</i> ; (c) the general conditions 2010B (2010-C7-1J), <i>General Conditions - Professional Services (Medium Complexity)</i> ; (d) Annex A, Statement of Work; (e) Annex B, Security Requirements Check List; (f) Supply Arrangement Number R6022-120001/304/ZT (the "Supply Arrangement"); and (g) the Contractor's Proposal dated July 15, 2015.											
13.	Basis for Canada's Ownership of Intellectual Property The Department of Justice Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: - the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.											
14.	Translation of Documentation The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada											
JUS 920-11 (07/2008)										Acquisition No.-Référence Ord Off. Ref. Numér. 15138 15 Ref. No. Réf. n° 6715	Page 6 8 11	

Item Article	Description	Supply Arrangement Specification/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats								
		From - Du Y/M/D/Y	To - À Y/M/D/Y	Contract/Cette Date/contractuelle	No of Days/ Nombre de jours	From/At/Until To/Avant/Jusqu'à Term/Le/TPS	DATE DATE TERM/TPS	EST TERM TOTAL TERM/TPS	Total	
	<p>acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p>15. Replacement of Specific Individuals</p> <p>15.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</p> <p>15.2 If the Contractor is unable to provide the services of any specific individual identified in the contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <p>(a) the name, qualifications and experience of the proposed replacement; and</p> <p>(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.</p> <p>15.3 The Contractor must not, in any event, allow performances of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.</p> <p>16. Ownership</p> <p>16.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>16.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>16.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible</p>									

JUS 9200-11 (07/2006)

Request ID - Demande  
04-09-Eur-Down  
19138 15 De Re-Demande  
8725

Page 7 of 11

Government of Canada		Gouvernement du Canada		Supply Arrangement/Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats							
Item Article	Description	Tax - De Taux M&P	Tax - F TVA/GST	Contractor Code Code contractuel	No of Days N° de jours	Fee/Off Limit Taux/Valeur limite	GST/H TVA/H	GST Total Total TPS	Total		
	for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.										
16.4	Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.										
17.	Liability The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.										
18.	Intellectual Property Infringement and Royalties 18.1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work. 18.2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1990, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing. 18.3. The Contractor has no obligation regarding claims that were only made because: (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that										



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement/Solicitation/Contract**  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

JUS 97229-13 107/28

**ANNEX A - STATEMENT OF WORK**

**1. Title**  
**Family, Children and Youth Section Performance Measurement and Evaluation Strategy**

**2. Objective**  
The Department of Justice Canada (Department) requires the services of a Contractor to develop a Performance Measurement and

Registration No. - J-7994  
Ort Or: Student No. T1-AW Ser. No. N-60007  
19138 15 8715

Item Article	Description	Proc.-De PRO-DE	Tc-A VAL-DU	Contractor Code Code contracteur	No. of Days N° de jours	Fees/Mtl. Total taux/mois total	GST% XTPS	GST Total Total TPS	Total
	<p>Evaluation Strategy (PMES) for the Family, Children and Youth Section (FCY).</p> <p>3. Background In preparation for an evaluation in 2017-2018 of the work undertaken by the FCY and other areas of the Department (Programs Branch, Research and Statistics Division and Communications) in support of their work, there is a need to develop a PMES. The PMES will build on the FCY Legal and Policy Study conducted in 2015 which outlines the profile of the FCY and incorporates the program logic of the Supporting Families Experiencing Separation and Divorce Initiative (SFII), Department's work under the Family Violence Initiative (FVI), and captures all other work undertaken by the FCY.</p> <p>4. Scope This Contract will support the development of a PMES that will include a program profile, logic model, performance measurement strategy and an evaluation strategy in accordance with Treasury Board Secretariat expectations: (<a href="http://www.tbs-scr.gc.ca/ceo/index-eng.asp">http://www.tbs-scr.gc.ca/ceo/index-eng.asp</a>).</p> <p>Under the new Evaluation Policy, the Treasury Board Secretariat outlines its expectations with respect to evaluating the relevance and performance of programs. During the preparation of the evaluation design, it is expected that additional issues may be identified and included in the methodological design.</p> <p>A draft profile and logic model were developed as part of a FCY Legal and Policy Study in 2015. These components will be used as a basis for developing the PMES.</p> <p>5. Tasks It is anticipated that the Contractor will undertake the following activities:</p> <p>(a) Initial Meeting - the Contractor will meet with the Technical Authority and the Evaluation Advisory Committee (EAC), which include the Senior General Counsel, FCY Coordinators (4) and representatives from the Programs Branch (3) and the Research and Statistics Division (2), to discuss project requirements, timelines, expectations, and to confirm roles and responsibilities. The meeting will take place in Ottawa.</p> <p>(b) Document and file review - The Contractor will review a sufficient number of background documents and files to become familiar with the Initiative. The documents will include, but not be limited to: the FCY Legal and Policy Study; previous PMES for the SFII, FVI and Criminal Law Policy Section; and any other relevant documents to provide context for developing the PMES.</p>								

s.20(1)(c)

S.19(1)



Government of  
Canada

Gouvernement du  
Canada

From - Dad  
  
PORDONICK, KAYLA  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
  
PHONE: 613-946-9012  
FAX:

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Date of solicitation - Date de l'invitation à soumissionner		Accounting Office Code Code du bureau comptable 19138	Requisition No - Demande Ord. Off - Bur. demand Yr. - An Ser. No - N° de série 19138 15 8715	Page 1 of 2
Clauses (1) and (2) below will form part of this Les clauses 1 et 2 ci-dessous font partie du document de :		Inspection Agency - Chambre de l'inspection Consignee et destination unless specified herein Destinataire ou point de destination sauf si indiqué ci-dessus		
Request for proposal <input type="checkbox"/>	Domaine de proposition	Direct inquiries to: Adresser toutes demandes de renseignements à : PORDONICK, KAYLA 613-946-9012		
Contract <input type="checkbox"/>	Contrat			
Amendment <input checked="" type="checkbox"/>	Modification			
Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.		All invoices, shipping bills and packing slips must include the number indicated in this box	Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à:  EVALUATION DIVISION - CSB DEPARTMENT OF JUSTICE CANADA ATT: LUCIE FRENETTE (613-946-3830) 9031-275 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA	
A moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise portent compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimé! Les prix comprennent les frais d'emballage et de conditionnement et sont F.A.B. (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.		Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les compromis et tous les bordereaux d'accompagnement		
		1913858715		
Amendment No - N° de la modification 1		Previous Value - Valeur précédente		
Inc/Decs - Aug./Dim.		Revised Value - Montant Révisé		

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.  
Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No E60ZT-120001/804/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.  
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/804/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A-M-D-J	To - A Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Val Limit Taxed/Val limite	GST1% %TPS	GST Total Total TPS	Total
	The following line items shown in bold are new or changed.  Les articles en caractères gras sont les articles modifiés. This amendment No: 1 is raised in order to change the due date for milestone No: 2 and extend the period of contract until January 31, 2016 inclusive, without increase the value of contract. In order to do so:  DELETE:								

Selection classée - L'invitation à soumissionner prend fin le  
At - À 00:00:00

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out thereto. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

State point of manufacture/shipping of goods or where service is to be performed  
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus

On - Le

La fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and address of Vendor - Nom et adresse du fournisseur  
JHG CONSULTING NETWORK INC  
1840 BURRITTS RAPIDS ROAD  
MERRICKVILLE ON K0G 1N0  
CANADA  
Phone: 613-269-2002

Name and title of person authorized to sign on behalf of Vendor (type or print)  
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

F.O.B. Point - Point FAB  
Destination  
Pursuant to Section 32(1) of the Financial Administration Act, funds are available  
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques, des fonds sont disponibles  
PR# 1000018715 on file  
Signature  
Date

Date 09/12/15 Telephone No. - N° de téléphone 613-269-2002  
Total Estimated Cost  
Coût global estimatif \$ 24,860.00  
For the Minister / Réserve du Ministre

Your offer is as  
extant specified  
Votre offre est à  
conditions exposées dans les  
présentes.

You are required to supply  
as indicated herein  
Nous vous demandons de  
fournir ce qui est précisé  
dans les présentes

Return the signed copy forthwith  
Prélevez et retournez immédiatement  
une copie dément signée

The Vendor hereby accepts information thus contained  
Le fournisseur reconnaît  
avoir lu et qu'il l'accepte.

Title - Titre 09/12/15

JUS 9200-11 (07/2005)

000120

s.20(1)(c)



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Sollicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
00010	<p>4. Term of Contract The period of the Contract is from date of award to December 16, 2015 inclusive.</p> <p>REPLACE WITH:</p> <p>4. Term of Contract The period of the Contract is from July 23, 2015 to January 31, 2016 inclusive.</p> <p>DELETE:</p> <p>6.3.2 Schedule of Milestones</p> <p>Milestone 1: Receipt and acceptance of the draft PMES that includes a program profile, logic model, performance measurement strategy framework and evaluation strategy Due Date: no later than October 30, 2015 Milestone Amount: \$11,000.00 + HST</p> <p>Milestone 2: Receipt and acceptance of the final PMES Due Date: no later than December 16, 2015 Milestone Amount: \$11,000.00 + HST</p> <p>REPLACE WITH:</p> <p>6.3.2 Schedule of Milestones</p> <p>Milestone 1: Receipt and acceptance of the draft PMES that includes a program profile, logic model, performance measurement strategy framework and evaluation strategy Due Date: no later than October 30, 2015 Milestone Amount: \$11,000.00 + HST</p> <p>Milestone 2: Receipt and acceptance of the final PMES Due Date: no later than January 31, 2016. Milestone Amount: \$11,000.00 + HST</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.</p> <p>***END OF AMENDMENT NO: 1***</p> <p>Perf. Meas. &amp; Eval. Strat for FCY Sec. Family, Children and Youth Section Performance Measurement and Evaluation Strategy</p> <p>Financial Codes Codage financier 0130-18044-15-500676-3704 -4010                          Amount     Montant     22,000.00</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	2015.07.23	2016.01.31	19138	[REDACTED]	[REDACTED]	13%	2,860.00	24,860.00

JUS 9200-11 (07/2006)

Requisition No - Demande	Ord Off - Bur demand.	Yr - An	Ser. No - N° de série
	19138	15	8715

Page 2 of 2

s.19(1)



Government of  
Canada

Gouvernement du  
Canada

Government of Canada	Gouvernement du Canada	Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats					
From - Ded  BEAUVAIS-LEFORT, M NATIONAL CAPITAL REGION RÉGION DE CAPITALE NATIONALE 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA  PHONE: 613-952-2243 FAX:		Date of solicitation - Date de l'invitation à soumissionner  Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de :	Accounting Office Code Code du bureau comptable 19402	Requisition No. - Demande Ord. Off - Sur. demand 19402	Yr. - An. 15	Set. No. - N° de série 8855	Page 1 of 12
		Request for proposal <input type="checkbox"/> Demande de proposition	Destination  ISB ADMINISTRATIVE SERVICES DEPARTMENT OF JUSTICE CANADA ATT: DANIELLE Y. JEAN (957-3762) 275 SPARKS ST ROOM 12006 OTTAWA ON K1A 0H8 CANADA				Inspection Agency - Charge de l'inspection  Consignee et description unité spécifiée herein. Destinataire ou point de distribution indi- qué ci-dessus.
		Contract <input checked="" type="checkbox"/> Contrat					Demand inquiries to: Adresser toutes demandes de rense. à: BEAUVAIS-LEFORT, M 613-952-2243
		Amendment <input type="checkbox"/> Modification					
Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and all F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.		All invoices, shipping bills and packing slips must include the number indicated in this box	Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les communiqués et tous les bordereaux d'accompagnement.				Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à :  ISB ADMINISTRATIVE SERVICES DEPARTMENT OF JUSTICE CANADA ATT: DANIELLE Y. JEAN (957-3762) 275 SPARKS ST ROOM 12006 OTTAWA ON K1A 0H8 CANADA
A moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadienne et la taxe d'accise pertinents compris. Les prix unitaires sont hors taxes, mais comprennent les taxes provinciales. La TPS applicable aux prix unitaires est exclue. Le TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont F.A.B. (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.		1940258855	Amendment No.-No. de la modification	Previous Value - Valeur précédente			
		Inc./Deca. - Aug./Dim.	Revised Value - Montant Révisé				

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.  
La "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.
  2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/789/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.  
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représenté par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/789/ZT sont incorporées dans les présentes.

Government of  
Canada

Gouvernement du  
Canada

From - Déd  
BEAUVAIS-LEFORT, M  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
PHONE: 613-952-2243  
FAX:

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Date of solicitation - Date de l'invitation à soumissionner	
Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de :	
Request for proposal	<input type="checkbox"/> Demande de proposition
Contract	<input checked="" type="checkbox"/> Contrat
Amendment	<input type="checkbox"/> Modification
<p>Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.</p> <p>À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.</p>	

Accounting Office Code Code du bureau comptable 19402	Requisition No. - Demande Ord. Off - Bur. demand. Yr. - An. Ser. No. - N° de série 19402 15 8855	Page 1 of 12
Destination ISB ADMINISTRATIVE SERVICES DEPARTMENT OF JUSTICE CANADA ATT: DANIELLE Y. JEAN (957-3762) 275 SPARKS ST ROOM 12006 OTTAWA ON K1A 0H8 CANADA		Inspection Agency - Chargé de l'inspection Consignee at destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-bas.
<p>All invoices, shipping bills and packing slips must include the number indicated in this box.</p> <p>Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissances et tous les bordereaux d'accompagnement.</p> <p><b>1940258855</b></p>		Direct inquiries to: Adresser toutes demandes de renseignements à : BEAUVAIS-LEFORT, M 613-952-2243
Amendment No.-No. de la modification	Previous Value - Valeur précédente	Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à :
Inc./Decs. - Aug./Dim.	Revised Value - Montant Révisé	ISB ADMINISTRATIVE SERVICES DEPARTMENT OF JUSTICE CANADA ATT: DANIELLE Y. JEAN (957-3762) 275 SPARKS ST ROOM 12006 OTTAWA ON K1A 0H8 CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/789/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/789/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Vel. Limit Taux/Vel. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Resulting Contract Clauses E60ZT-120001/789/ZT</p> <p>1. Security Requirement</p> <p>SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#14</p> <p>1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement,</p>								

Solicitation closes - L'invitation à soumissionner prend fin le At - À 00:00:00	The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.	State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.
--	--	--

On - Le	Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.	F.O.B. Point - Point FAB      Destination
---------	---	---

Name and address of Vendor - Nom et adresse du fournisseur n12 Consulting Corp. 346 SOMERSET ST W OTTAWA ON K2P 0J9 CANADA Phone: 613-667-5903	Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)	Total Estimated Cost Coût global estimatif \$ 24,238.50	Date Signature For the Minister - Réserve au Ministre
---	--	---	---

Vendor No. - No. du Fournisseur 133406	Fax No. - No. de Télécopie 866-897-2857	Signature	Date	Telephone No. - N° de téléphone Signature	The Vendor hereby accepts/acknowledges this contract. Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Return the signed copy forthwith. Préparez de retourner immédiatement une copie dûment signée.



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</p> <p>2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.</p> <p>3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.</p> <p>4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</p> <p>5. The Contractor/Offeror must comply with the provisions of the:</p> <ul style="list-style-type: none"> <li>a. Security Requirements Check List and security guide (if applicable), attached at Annex B;</li> <li>b. Industrial Security Manual (Latest Edition).</li> </ul> <p>2. Statement of Work  This bid solicitation is being issued for the requirement of Professional Services of one (1) Programmer / Analyst - Senior for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.</p> <p>3. Standard Clauses and Conditions  All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>) issued by Public Works and Government Services Canada.</p> <p>4. General Conditions  2010B 2015-07-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p>5. Term of Contract</p> <p>5.1 Period of the Contract  The Work is to be performed during the period of August 7, 2015 to September 30th, 2015.</p> <p>6. Authorities</p> <p>6.1 Contracting Authority  The Contracting Authority for the Contract is:  Mélanie Beauvais-Lefort  Contracting and Materiel Officer  Department of Justice Canada</p>								

s.19(1)

Item Article	Description	Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats							
		From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Government of Canada Gouvernement du Canada</p> <p>284 Wellington Street - EMB Room 1239 Ottawa, ON K1A 0H8 Telephone: 613-952-2243 E-mail address: melanie.beauvais-lefort@justice.gc.ca</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p><b>6.2 Project Authority</b></p> <p>The Project Authority for the Contract is: Danielle Holden Manager Information Solutions Branch Department of Justice Canada 275 Sparks Street Ottawa, Ontario K1A 0H8 Telephone: 613-355-2430 E-mail address: danielle.holden@justice.gc.ca</p> <p>The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p><b>6.3 Contractor's Representative</b></p> <p>[REDACTED]</p> <p>300-346 Somerset St. West Ottawa ON K2P 0J9 Telephone: 613-667-5903 Email: [REDACTED]@n12.ca</p> <p><b>7. Payment</b></p> <p><b>7.1 Basis of Payment - Limitation of Expenditure</b></p> <p>The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with Annex A - Statement of work to a limitation of expenditure of \$21,450.00. Customs duties are included and Applicable Taxes are extra.</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>7.1.1 Basis of Payment - Professional Fees  Resource: [REDACTED]  Per Diem rate: [REDACTED]  Level of Effort: [REDACTED] days</p> <p>For the purpose of this Contract, one (1) day of effort corresponds to 7.5 hours a day.</p> <p>7.2 Limitation of Expenditure</p> <p>1. Canada's total liability to the Contractor under the Contract must not exceed \$21,450.00. Customs duties are included and Applicable Taxes are extra.</p> <p>2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <ul style="list-style-type: none"> <li>a. when it is 75 percent committed, or</li> <li>b. four (4) months before the contract expiry date, or</li> <li>c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.</li> </ul> <p>3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p>7.3 Method of Payment - Multiple Payments  Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none"> <li>a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;</li> <li>b. all such documents have been verified by Canada;</li> <li>c. the Work delivered has been accepted by Canada.</li> </ul> <p>7.4 Payment by Direct Deposit</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.</p> <p>To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a>.</p> <p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20- Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services ) forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p><b>7.5 Discretionary Audit</b></p> <p>The following are subject to government audit before or after payment is made:</p> <ul style="list-style-type: none"> <li>a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.</li> <li>b) The accuracy of the Contractor's time recording system.</li> <li>c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).</li> <li>d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.</li> </ul> <p>Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement/Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.</p> <p><b>7.6 Time Verification</b></p> <p>Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p><b>8. Invoicing Instructions</b></p> <p>The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.</p> <p>Each invoice must be supported by:</p> <ul style="list-style-type: none"> <li>a. A copy of time sheets to support the time claimed</li> </ul> <p>Invoices must be distributed as follows:</p> <ul style="list-style-type: none"> <li>a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.</li> </ul> <p><b>8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices</b></p> <p>(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p> <p>(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.</p> <p><b>9. Certifications - Compliance</b></p> <p>The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Vel. limite	GST% %TPS	GST Total Total TPS	Total
	<p>with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.</p> <p><b>10. Applicable Laws</b> The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.</p> <p><b>11. Priority of Documents</b> If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <p>a. the Articles of Agreement; b. the general conditions (2015-07-03) 2010B General Conditions - Professional Services (Medium Complexity) c. Annex A, Statement of Work; d. Supply Arrangement Number E60ZT-120001/789/ZT</p> <p><b>12 Basis for Canada's Ownership of Intellectual Property</b> The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: - where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.</p> <p><b>13. Translation of Documentation</b> The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p><b>14. Replacement of Specific Individuals</b> 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control. 2. If the Contractor is unable to provide the services of any</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <ul style="list-style-type: none"> <li>(a) the name, qualifications and experience of the proposed replacement; and</li> <li>(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.</li> </ul> <p>3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.</p> <p><b>15. Ownership</b></p> <p>1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p><b>16. Liability</b></p> <p>The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataires	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.</p> <p><b>17. Intellectual Property Infringement and Royalties</b></p> <p>1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>3. The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none"> <li>(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or</li> <li>(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or</li> <li>(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or</li> <li>(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all</li> </ul>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.</p> <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:</p> <ul style="list-style-type: none"> <li>(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or</li> <li>(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or</li> <li>(c) take back the Work and refund any part of the Contract Price that Canada has already paid.</li> </ul> <p>If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p>								

**ANNEX A - STATEMENT OF WORK**

**1. Title:**

Enterprise Data Management and BI Delivery

**2. OBJECTIVE**

The Business Applications Division within the ISB has a requirement for professional services to provide BI systems analysis and programming to support BI Delivery. We require a Programmer/Analyst Level II resource with experience in developing and implementing business intelligence solutions which ensure effective and efficient use of enterprise data. In addition, we require expertise to support and optimize the existing technical environment, application infrastructure and current, on-going business intelligence services.

**3. Scope:**

The scope of this contract is to bridge the contract from one vendor to another, ensure coverage on the project through the transition in support of the original SoW whose details are within this document as well as to provide knowledge transfer to the new resource.

This initiative is responsible for applications, technical and business infrastructure for gathering, storing and providing access to subject area and integrated data from core departmental



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-AM-D-J	To - À Y-AM-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>systems. BI will enable better informed business decisions, improved consistency of management reporting, enhanced performance measurement capability and support to departmental planning requirements by providing application independent, integrated access to corporate data for key user groups. This will enhance self-sufficiency and improve timeliness for data collection and analysis, and information dissemination. The Enterprise Data Management and BI Delivery program are fundamental to promote improved data quality, consistency and accuracy.</p> <p><b>4. Background</b>  The Information Solutions Branch (ISB) of the Department of Justice (JUS) is responsible for the management and implementation of the IM/IT program for the Department. ISB is in the process of implementing an Enterprise Data Management function which is the foundation for delivery of Business Intelligence (BI) services. BI delivery encompasses corporate data warehousing, subject area data marts, tools and support for data analysis and reporting. Requirements are documented in a BI Strategy and Roadmap which also provides strategic guidance to implement the business and technical environments to support the phased delivery of BI services to JUS.</p> <p><b>5. Technical Environment</b>  JUS has a well-established and supported network and application infrastructure based, for the most part, on Microsoft technology and software components.</p> <ul style="list-style-type: none"> <li>- MS Office Suite 2007 and 2013</li> <li>- Sybase Power Designer Enterprise Studio v.15</li> <li>- SQL Server 2008 and 2012</li> <li>- SQL Server 2008 BI tools SAS 9.4 version</li> <li>- MS SharePoint</li> </ul> <p><b>6. Tasks:</b>  The contractor shall perform, at minimum, the following tasks:</p> <ul style="list-style-type: none"> <li>- Provide detailed technical and project knowledge transfer to the incoming contracted resource</li> <li>- Continue to support the project in the detailed work below through the period of the contract transition;</li> <li>- Work collaboratively with JUS and contract resources in development of BI specifications resulting from Enterprise Data Management program of work;</li> <li>- Define and analyze business and/or technical requirements for BI delivery;</li> <li>- Propose solutions and develop plans, including estimated level of effort, to carry out the plans;</li> <li>- Design, build and maintain Extract Transfer Load (ETL) processes;</li> <li>- Design, build and maintain Data Warehouse (DW) database,</li> </ul>								

Government of  
CanadaGouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
00010	<p>multi-dimensional cubes and BI reports;</p> <ul style="list-style-type: none"> <li>- Explore the structure and contents of a SAS data set and sort a SAS data sets.</li> <li>- Working with existing SAS data sets</li> <li>- Data Manipulation Techniques on SAS data set,</li> <li>- Security and SAS data/reports access permission</li> <li>- SAS 9.4 application troubleshooting when required</li> <li>- Verify the correctness and completeness of BI solutions by preparing test plans, sample data and performing unit and system tests;</li> <li>- Support testing and data validation during BI solution development and implementation phases;</li> <li>- Implement system enhancements;</li> <li>- Participate in ongoing technical and application support for the production environment;</li> <li>- Perform full SAS environment data flow and processes documentation</li> <li>- Perform knowledge transfer to JUS employees.</li> </ul> <p>7. Deliverables:  The contractor shall provide, at minimum, the following deliverables:</p> <ul style="list-style-type: none"> <li>- Knowledge transfer sessions and where applicable support the transition of the development of the following:</li> </ul> <ul style="list-style-type: none"> <li>o ETL processes;</li> <li>o DW data models and physical schema</li> <li>o DW database;</li> <li>o Multi-dimensional cubes;</li> <li>o BI pre-defined reports;</li> <li>o Functional and Technical design documentation;</li> <li>o BI solution troubleshooting procedures;</li> </ul> <p>8. Reporting Requirements  The contractor shall meet with the Technical Authority on a periodic basis and submit a monthly timesheet.</p> <p>Programmer Analyst Level 2</p> <p>Financial Codes  Codage financier  0130-12031-15-502278-3720 -4010</p> <p>Amount  Montant  21,450.00</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	2015.08.07	2015.09.30	19402	[REDACTED]	[REDACTED]	13%	2,788.50	24,238.50

s.19(1)



Gouvernement du Canada

From: Gov  
BEROVALIS-LEFORT, M  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST.  
OTTAWA ON K1A 0B6  
CANADA  
PHONE: 613-952-2243  
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from said prices. GST is extra as applicable to the said prices. GST is included in the total estimated cost. Price includes packing, packaging and any F.O.B. (excluding delivery charges, destination)-a freight basis. Municipal taxes are not applicable for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes ou le port de la Couronne, tous les prix seront en francs canadiens, les droits et taxes commerciales et la taxe sociale sont également compris. La taxe sur les marchandises et services (TPS) n'est pas comprise dans les prix. La TPS sera ajoutée aux prix indiqués ci-dessus. Les prix comprennent l'emballage et la livraison au port d'expédition (excluant les frais d'expédition). Le coût du transport et tout autre frais de transport sont à la charge du client. Les taxes municipales ne sont pas applicables pour les taxes provinciales, voir l'arrangement d'approvisionnement.

1. The "Vendor" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Vendeur" désigne le Ministre de Justice Canada et toute autre personne déléguée pour le représenter.

2. The term en d'Amendement est pris en SSC Supply Arrangement Series No. E500ZT-1200010/1789/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, as hereby incorporated into this document.

Les termes figurant dans l'amendement en d'Amendement, telles qu'elles sont formulées par le Ministre des Travaux Publics et Services Gouvernementaux Canada, sont portés le cours de série E500ZT-1200010/1789/ZT et incorporées dans les présentes.

Description		From - No YAM00-Z	To - A YAM00-Z	Code Article Code article supplémentaire	No. d'Days N° de jours	Max Avail. Limit Tenu/Val. limite	GST% %TPS	GST Total Total TPS	Total
<b>This following line items shown in bold are new or changed.</b> <b>Les articles en caractères gras sont les articles modifiés.</b> <b>AMENDMENT 001</b>  The purpose of this amendment is to extend the end date of the contract to December 31, 2015.  In order to do so:  Solicitation classé : L'envoi et à fournisseurs prend fin le A.R. 002004.									
On - to  Name and address of Vendor - Nom et adresse du fournisseur n12 Consulting Corp. 346 SOMERSET ST. N OTTAWA ON K2P 0J9 CANADA. Phone: 613-667-5903	Name Nom  I am authorized to sign on behalf of Vendor (Type or print): Name as it appears on the instrument (Signature)  Vendor No. - No du Fournisseur 133406 Fax No. - No de Télécopie 866-897-2857	La Vendeur offre et s'engage à vendre et à livrer, selon les termes et conditions ci-dessous, y compris les annexes 2 et 3, à l'acheteur, dans les termes énoncés ci-dessous et sur tout autre document ou document additionnel qui fait partie intégrante de ces présentes, les marchandises et services décrits ci-dessous, au prix indiqué. Les réponses à une demande de proposition pris en considération dans cette offre de vente.	comme telles au Vendeur, aux conditions stipulées dans les présentes et dans les documents ci-joint, les biens ou services, ou les services, ou les marchandises et leurs annexes susmentionnées, au prix accepté indiqué. Les réponses à une demande de proposition pris en considération dans cette offre de vente.	Date Oct 11/15 Telephone No. - N° de téléphone 613-667-5903	Point of manufacture/origin of goods or where & role is to be performed End point of fabrication ou d'origine des biens, ou endroit où il y a la fin de la fabrication ou de l'origine.	F.O.B. Point - Point/FAB En vertu de l'article 22(1) de la Loi sur la gestion des finances publiques (RG-93), aucun fonds n'est disponible. PK 1000018855 on file. Signature Date 24.298.50	Destination Cité For the Minister - Renseignez au Ministre Signature Date Oct 11/15 Presented by Signature Date 10/01/2015	Le Vendeur Le loueur	
<input type="checkbox"/> I am requested to supply as indicated herein. Nous vous demandons de fourrir ce qui est précisé dans les présentes.		<input type="checkbox"/> Return this signed copy/restitution. Price to return immediately. Une copie signée à restituer. Le prix à rembourser immédiatement.							

PAGE 02/02

N12 CONSULTING

10/01/2015 12:27PM 18668972857

S.19(1)  
S.20(1)(c)

Supply Arrangement/Solicitation/Contract Arrangement en matière d'approvisionnement/réquisitoire aux invitations à soumissionner et aux contrats									
Item Article	Description	From - De Y-M-D-J	To - À Y-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Rate (in \$/unit) Taux/Unit. Invitée	GST %/PS	GST Total Total TPS	Total
	<p><b>DELETE:</b></p> <p>5.1 Period of the Contract</p> <p>The Work is to be performed during the period of August 7, 2015 to September 30th, 2015.</p> <p><b>REPLACE BY:</b></p> <p>5.1 Period of the Contract</p> <p>The Work is to be performed during the period of August 7, 2015 to December 31, 2015.</p> <p>All other terms and conditions remains unchanged.</p> <p>***** END OF AMENDMENT 001 *****</p>								
00040	<p>Programmer Analyst Level 2</p> <p>Financial Codes Codage financier 0130-12031-15-502278-3720 -4010</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	2015.08.07	2015.12.31	19402	13	2,788.50	13%	2,788.50	24,238.50

Requisition No. - Demande  
Ord. Off - Ord. dessen: 15 Ser. No - N° de série  
19402 15 8855

Page 2 of 2

s.19(1)

Government of  
Canada  
Gouvernement du  
Canada

From - Dst.  
**BEAUVILLE-LEFORT, M.**  
NATIONAL CAPITAL REGION  
REGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
PHONE: 613-952-2243  
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian Dollars and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from such prices. GST is extra as applicable to the unit price. GST is included in the total service cost. Prices include packing, shipping and two P.O.B. (including all delivery charges (duties/taxes) specified herein). Municipal taxes are not applicable for provincial taxes, see the Supply Arrangement.

A moins d'indication contraire dans les présentes ou le point de la Couronne, tous les prix, détaillés ou non, sont à comprendre, les dépenses d'achats et la taxe d'excise pertinente comprise. Le TPS (Taxe sur les Produits de Consommation (T.P.C.)) n'est pas compris dans les prix indiqués. La TPS applicable sera payée par la partie achetante. La TPS est comprise dans le coût total indiqué. Les prix correspondent aux frais d'emballage, d'expédition et de port (P.D.) et comprennent tous les droits de livraison (taxes et deniers) indiqués dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

Supply Arrangement Sollicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats:

Data of Application - Date de l'application à l'arrangement		Requesting Office Code/ Code du bureau comptable	Request No. - Demande Ord. No. Sur. Service 19147 15 8320	Page 1 of 11
Clauses (1) and (2) below will form part of this Arrangement. 1 or 2 of clauses 1 and 2 may be checked off: Request for proposal □ Demande de proposition Contract X Contrat Amendment □ Modification		<b>Description</b> <b>HUMAN RESOURCES &amp; PROF DEV DIR</b> <b>DEPARTMENT OF JUSTICE CANADA</b> <b>ATT: PASSY, ZAHINDA (946-7476)</b> <b>275 SPARKS ST ROOM 8121</b> <b>OTTAWA ON K1A 0H8</b> <b>CANADA</b>		
		<i>Comments - Options and two copies are to be sent to: Features - Remarques et envoyez deux copies à:</i> <b>HUMAN RESOURCES &amp; PROF DEV DIR</b> <b>DEPARTMENT OF JUSTICE CANADA</b> <b>ATT: PASSY, ZAHINDA (946-7476)</b> <b>275 SPARKS ST ROOM 8121</b> <b>OTTAWA ON K1A 0H8</b> <b>CANADA</b>		
Arrangement No. No. de la modification:		Previous Value - Valeur précédente:		
Inc/Dec. - Aug/Dim.		Revised Value - Montant Révisé		

- The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.  
Le "Ministre" désigne le Ministre de la Justice Canada et toute autre personne désignée pour le remplacer.
- The terms and conditions set out in CSC Supply Arrangement Series No. E602T-120001/405/ZT, between the Vendor and the Crown, as reproduced by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.  
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'AGC, établi entre la Couronne et le Gouvernement du Canada, et portant le numéro de série E602T-120001/405/ZT, sont incorporées dans les présentes.

Item Article	Description	From - Dst. V.A.M.D.J.	To - A V.A.M.D.J.	Contracting Code/ Code contractataire	No. of Days/ N° de jours	Prev. Mkt. Value/ Taux de V. Ancien	GST Total/ Total TPS	GST Total/ Total TPS	Total
	<b>Clauses du contrat subséquent</b> <b>E602T-120001/405/ZT</b>								

1. Exigences relatives à la sécurité.

EXIGENCE EN MATIÈRE DE SÉCURITÉ POUR ENTREPRENEUR CANADIEN :

DOSSIER TPSGC NO. COMMON-PS-SRCL#3

Il.1 L'entrepreneur ou l'offrant doit détenir en permanence,

pendant l'exécution du contrat ou de l'offre à commandes ou de

l'arrangement en matière d'approvisionnement, une attestation de

Signature ci-dessous : "L'invitation à soumissionner grand finale".

A-N-A

000000

The Vendor states and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto. The supplier must provide the information and/or attach documents as set out therein. Responses to a request for proposal by a potential supplier and/or contractor are to be submitted in writing and on any attached forms or in the format set out therein. Responses to a request for proposal by a potential supplier and/or contractor are to be submitted in writing and on any attached forms or in the format set out therein.

Le fournisseur offre et consent de vendre au Ministre, aux termes et conditions stipulées dans les présentes et dans les documents ci-joint, les biens ou services, ou les deniers, énumérés dans les présentes et dans toutes annexes aux présentes, sauf sur son avis indiqué. Les réponses à une demande de proposition présentée par un tiers doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.

Les réponses doivent être soumises par écrit et sur les formulaires fournis ou dans le format indiqué.



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded  
**BEAUVAIS-LEFORT, M**  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
PHONE: 613-952-2243  
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

Date of solicitation - Date de l'invitation à soumissionner
---

Clauses (1) and (2) below will form part of this:  
Les clauses 1 et 2 ci-dessous font partie du document de :

- |                      |                                     |                        |
|----------------------|-------------------------------------|------------------------|
| Request for proposal | <input type="checkbox"/>            | Demande de proposition |
| Contract             | <input checked="" type="checkbox"/> | Contrat                |
| Amendment            | <input type="checkbox"/>            | Modification           |

Accounting Office Code  
Code du bureau comptable  
**19147**

Requisition No. - Demande  
Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série  
**19147 15 8720**

Page 1 of 11

Inspection Agency - Chargé de l'inspection

Destination  
**HUMAN RESOURCES & PROF DEV DIR  
DEPARTMENT OF JUSTICE CANADA  
ATT: PASSY, ZAHINDA (946-7476)  
275 SPARKS ST ROOM 8121  
OTTAWA ON K1A 0H8  
CANADA**

Consignee at  
destination unless  
specified herein.  
Destinataire au point  
de destination sauf  
si indiqué ci-dessus.

Direct inquiries to:  
Adresser toutes demandes de renseignements à:  
**BEAUVAIS-LEFORT, M  
613-952-2243**

All invoices, shipping bills  
and packing slips must  
include the number  
indicated in this box  
**1914758720**

Le numéro figurant dans cette case  
doit être indiqué dans toutes les factures,  
tous les connaissances et tous les  
bordereaux d'accompagnement.

Invoices - Original and two copies are to be sent to:  
Factures - Remplir et envoyer l'original et deux copies à :

**HUMAN RESOURCES & PROF DEV DIR  
DEPARTMENT OF JUSTICE CANADA  
ATT: PASSY, ZAHINDA (946-7476)  
275 SPARKS ST ROOM 8121  
OTTAWA ON K1A 0H8  
CANADA**

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/405/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/405/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Clauses du contrat subséquent E60ZT-120001/405/ZT</p> <p>1. Exigences relatives à la sécurité EXIGENCE EN MATIÈRE DE SÉCURITÉ POUR ENTREPRENEUR CANADIEN : DOSSIER TPSGC No COMMON-PS-SRCL#3</p> <p>1.1 L'entrepreneur ou l'offrant doit détenir en permanence, pendant l'exécution du contrat ou de l'offre à commandes ou de l'arrangement en matière d'approvisionnement, une attestation de</p>								

Solicitation closes - L'invitation à soumissionner prend fin le  
At - À 00:00:00

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets or the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

State point of manufacture/shipping of goods or where service is to be performed.  
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

NCR ASSOCIATES  
LES ASSOCIÉ(E)S DE LA RCN  
605-130 RUE ALBERT  
OTTAWA ON K1P 5G4  
CANADA

Phone: 613-234-5686

Vendor No. - No. du Fournisseur

109250

Fax No. - No. de Télécopie

819-776-3787

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, ou au aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (Type or print)  
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

X

F.O.B. Point - Point FAB      Destination

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.  
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

**1000018720** on **25/08/12** Date

Total Estimated Cost  
Coût global estimatif

\$ 22,571.75 For the Minister Réserve au Ministre

Your offer is accepted to the  
extent specified herein.  
Votre offre est acceptée aux  
conditions exposées dans les  
présentes.

You are requested to supply  
as indicated herein.  
Nous vous demandons de  
fournir ce qui est précisé  
dans les présentes.

Return the signed copy forthwith.  
Prière de retourner immédiatement  
une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract.  
Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

**X** Signature

Title - Titre



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>vérification d'organisation désignée (VOD) en vigueur, délivrée par la Direction de la sécurité industrielle canadienne (DSIC) de Travaux publics et Services gouvernementaux Canada (TPSGC).</p> <p>1.2 Les membres du personnel de l'entrepreneur ou de l'offrant devant avoir accès à des établissements de travail dont l'accès est réglementé doivent TOUS détenir une cote de FIABILITÉ en vigueur, délivrée ou approuvée par la DSIC de TPSGC.</p> <p>1.3 Les contrats de sous-traitance comportant des exigences relatives à la sécurité NE DOIVENT PAS être attribués sans l'autorisation écrite préalable de la DSIC de TPSGC.</p> <p>1.4 L'entrepreneur ou l'offrant doit respecter les dispositions :</p> <ul style="list-style-type: none"> <li>a. de la Liste de vérification des exigences relatives à la sécurité et directive de sécurité (s'il y a lieu), reproduite ci-joint à l'Annexe B;</li> <li>b. du Manuel de la sécurité industrielle (dernière édition).</li> </ul> <p>2. Énoncé des travaux</p> <p>L'entrepreneur doit exécuter les travaux conformément à l'énoncé des travaux qui se trouve à l'annexe " A ".</p> <p>3. Clauses et conditions uniformisées</p> <p>Toutes les clauses et conditions identifiées dans le contrat par un numéro, une date et un titre, sont reproduites dans le Guide des clauses et conditions uniformisées d'achat publié par Travaux publics et Services gouvernementaux Canada.</p> <p>4. Conditions générales</p> <p>Les conditions générales 2010B (2015-07-03) conditions générales - services professionnels (complexité moyenne) s'appliquent au contrat et en font partie intégrante.</p> <p>5. Durée du contrat</p> <p>5.1 Période du contrat</p> <p>Les travaux doivent être réalisés durant la période du 21 août 2015 au 31 mars 2016.</p> <p>6. Responsables</p> <p>6.1 Autorité contractante</p> <p>L'autorité contractante pour le contrat est::</p> <p>Mélanie Beauvais-Lefort Agente des contrats Ministère de la Justice Canada 284, rue Wellington Ottawa (Ontario) K1A 0H8 Téléphone: 613-952-2243</p>								

Government of  
CanadaGouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Courriel: melanie.beauvais-lefort@justice.gc.ca</p> <p>L'autorité contractante est responsable de la gestion du contrat et toute modification doit être autorisée, par écrit, par l'autorité contractante. L'entrepreneur ne doit pas effectuer de travaux dépassant la portée du contrat ou des travaux qui n'y sont pas prévus suite à des demandes ou des instructions verbales ou écrites de toute personne autre que l'autorité contractante.</p> <p>6.2 Chargé de projet</p> <p>Le chargé de projet pour le contrat est :</p> <p>Michel Brazeau Directeur général Direction générale des ressources humaines 275, rue Sparks Ottawa (Ontario) K1A 0H8 Téléphone: 613-941-1867 Courriel: Michel.brazeau@justice.gc.ca</p> <p>Le chargé de projet représente le ministère ou l'organisme pour lequel les travaux sont exécutés en vertu du contrat. Il est responsable de toutes les questions liées au contenu technique des travaux prévus dans le contrat. On peut discuter des questions techniques avec le chargé de projet; cependant, celui-ci ne peut pas autoriser les changements à apporter à l'énoncé des travaux. De tels changements peuvent être effectués uniquement au moyen d'une modification de contrat émise par l'autorité contractante.</p> <p>6.3 Représentant de l'entrepreneur</p> <p>[REDACTED]</p> <p>NCR Associates 130, rue Albert Ottawa Ontario K1P 5G4 Téléphone : 613 - 234-5686 Courriel : ncr.rcn@qc.aira.com</p> <p>En fournissant de l'information sur son statut en tant qu'ancien fonctionnaire touchant une pension en vertu de la Loi sur la pension de la fonction publique (LPFP), l'entrepreneur a accepté que cette information soit publiée sur les sites Web des ministères, dans le cadre des rapports de divulgation proactive des marchés, et ce, conformément à l'Avis sur la Politique des marchés : 2012-2 du Secrétariat du Conseil du Trésor du Canada.</p> <p>7. Paiement</p>								

s.19(1)  
s.20(1)(c)



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>7.1 Base de paiement - limitation des dépenses (2013-04-25) C0206C</p> <p>L'entrepreneur sera remboursé pour les coûts qu'il a raisonnablement et convenablement engagés dans l'exécution des travaux établis conformément à la base de paiement mentionnée ci-dessous, jusqu'à une limitation des dépenses de 19 975.00\$. Les droits de douane sont inclus et les taxes applicables sont en sus.</p> <p>7.1.1 Base de paiement - frais professionnels</p> <p>Ressources: [REDACTED] Taux horaire : [REDACTED] Heure maximum à effectuer : [REDACTED] heures</p> <p>7.2 Limitation des dépenses</p> <p>1. La responsabilité totale du Canada envers l'entrepreneur en vertu du contrat ne doit pas dépasser la somme de 19 975.00\$. Les droits de douane sont inclus et les taxes applicables sont en sus.</p> <p>2. Aucune augmentation de la responsabilité totale du Canada ou du prix des travaux découlant de tout changement de conception, de toute modification ou interprétation des travaux, ne sera autorisée ou payée à l'entrepreneur, à moins que ces changements de conception, modifications ou interprétations n'aient été approuvés, par écrit, par l'autorité contractante avant d'être intégrés aux travaux. L'entrepreneur n'est pas tenu d'exécuter des travaux ou de fournir des services qui entraîneraient une augmentation de la responsabilité totale du Canada à moins que l'augmentation n'ait été autorisée par écrit par l'autorité contractante. L'entrepreneur doit informer, par écrit, l'autorité contractante concernant la suffisance de cette somme :</p> <ul style="list-style-type: none"> <li>a. lorsque 75 p. 100 de la somme est engagée, ou</li> <li>b. quatre (4) mois avant la date d'expiration du contrat, ou</li> <li>c. dès que l'entrepreneur juge que les fonds du contrat sont insuffisants pour l'achèvement des travaux, selon la première de ces conditions à se présenter.</li> </ul> <p>3. Lorsqu'il informe l'autorité contractante que les fonds du contrat sont insuffisants, l'entrepreneur doit lui fournir par écrit une estimation des fonds additionnels requis. La présentation de cette information par l'entrepreneur n'augmente pas la responsabilité du Canada à son égard.</p> <p>7.3 Modalités de paiement</p> <p>7.3.1 Paiement mensuel Le Canada paiera l'entrepreneur chaque mois pour les travaux</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>complétés pendant le mois visé par la facture conformément aux dispositions de paiement du contrat si :</p> <ul style="list-style-type: none"> <li>a. une facture exacte et complète ainsi que tout autre document exigé par le contrat ont été soumis conformément aux instructions de facturation prévues au contrat;</li> <li>b. tous ces documents ont été vérifiés par le Canada;</li> <li>c. les travaux livrés ont été acceptés par le Canada.</li> </ul> <p><b>7.4. Instructions relatives à la facturation</b></p> <p>Les factures doivent être distribuées comme suit :</p> <p>a) L'original et une (1) copie doivent être envoyés à l'adresse suivante pour attestation et paiement :</p> <p>Carole Rice Agente principale, Finances et administration Ministère de la Justice Canada Direction générale des ressources humaines 275, rue Sparks Ottawa (Ontario) K1A 0H8 Téléphone : 613-293-2749 Courriel : carice@justice.gc.ca</p> <p><b>7.4.1 Chaque demande de paiement doit comprendre les documents suivants à l'appui, s'il y a lieu :</b></p> <p>a) Le numéro du contrat tel qu'indiqué sur la première page de ce présent document</p> <p>b) Description du travail pour la période de paiement</p> <p><b>7.5 Aucune obligation de payer pour des travaux non effectués en raison de la fermeture des bureaux du gouvernement</b></p> <p>(a) Si l'entrepreneur, ses employés, ses sous-traitants ou ses agents ne peuvent accéder aux locaux du gouvernement où ils assurent des services en vertu du contrat en raison de l'évacuation et de la fermeture de ces bureaux, et que cette situation les empêche de faire leur travail, le Canada n'est pas tenu de payer l'entrepreneur pour les travaux qui auraient pu être effectués sans l'évacuation ou la fermeture.</p> <p>(b) Si l'entrepreneur, ses employés, ses sous-traitants ou ses agents ne peuvent accéder aux locaux du gouvernement où ils assurent des services en vertu du contrat en raison d'une grève ou d'un lockout, et que cette situation les empêche de faire leur travail, le Canada n'est pas tenu de payer l'entrepreneur pour les travaux qui auraient pu être effectués s'il avait eu accès aux locaux.</p> <p><b>8. Attestations - Conformité</b></p> <p>Le respect des attestations et documentation connexe fournies par l'entrepreneur avec sa soumission est une condition du contrat et pourra faire l'objet d'une vérification par le Canada pendant la durée du contrat. En cas de manquement à toute déclaration de la</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>part de l'entrepreneur, à fournir la documentation connexe ou encore si on constate que les attestations qu'il a fournies avec sa soumission comprennent de fausses déclarations, faites sciemment ou non, le Canada aura le droit de résilier le contrat pour manquement conformément aux dispositions du contrat en la matière.</p> <p><b>9. Lois applicables</b> Le contrat doit être interprété et régi selon les lois en vigueur de l'Ontario et les relations entre les parties seront déterminées par ces lois.</p> <p><b>11. Ordre de priorité des documents</b> En cas d'incompatibilité entre le libellé des textes énumérés dans la liste, c'est le libellé du document qui apparaît en premier sur la liste qui l'emporte sur celui de tout autre document qui figure plus bas sur ladite liste.</p> <ul style="list-style-type: none"> <li>a. les articles de la convention;</li> <li>b. les conditions générales 2010B (2014-09-25) conditions générales - services professionnels (complexité moyenne)</li> <li>c. Annexe A, Énoncé des travaux;</li> <li>d. Annexe B, Liste de vérification des exigences relatives à la sécurité (s'il y a lieu);</li> <li>e. L'arrangement en matière d'approvisionnement E60ZT-120001/405/ZT</li> <li>f. la soumission de l'entrepreneur</li> </ul> <p><b>10. Fondement du titre du Canada sur les droits de propriété intellectuelle</b> Le Ministère de la Justice Canada a déterminé que tout droit de propriété intellectuelle découlant de l'exécution des travaux prévus par le contrat subséquent appartiendra au Canada, pour les motifs suivants : - lorsque le matériel créé ou conçu se compose de matériel protégé par le droit d'auteur, sauf dans le cas des logiciels informatiques et de la documentation s'y rapportant.</p> <p><b>11. Traduction de la documentation</b> L'entrepreneur convient que le Canada peut traduire dans l'autre langue officielle toute documentation qui lui a été livrée par l'entrepreneur et qui n'appartient pas au Canada en vertu de l'article 20. L'entrepreneur reconnaît que le Canada est propriétaire de la traduction et qu'il n'a aucune obligation de fournir une traduction à l'entrepreneur. Le Canada convient que toute traduction doit comprendre tout avis de droit d'auteur et tout avis de droit de propriété qui faisait partie de l'original. Le Canada reconnaît que l'entrepreneur n'est pas responsable des erreurs techniques ou d'autres problèmes qui pourraient être causés par la traduction.</p> <p><b>12. Remplacement d'individus spécifiques</b></p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>1. Si des individus spécifiques sont identifiés dans le contrat pour exécuter les travaux, l'entrepreneur doit fournir les services de ces individus, sauf s'il n'est pas en mesure de le faire pour des motifs indépendants de sa volonté.</p> <p>2. Si l'entrepreneur n'est pas en mesure de fournir les services de tout individu spécifique identifié au contrat, l'entrepreneur doit fournir les services d'un remplaçant qui possède les qualifications et l'expérience similaires. Le remplaçant doit satisfaire aux critères utilisés pour la sélection de l'entrepreneur et être acceptable pour le Canada. L'entrepreneur doit, le plus tôt possible, aviser l'autorité contractante du motif du remplacement de l'individu et fournir :</p> <ul style="list-style-type: none"> <li>(a) le nom du remplaçant proposé ainsi que ses qualifications et son expérience; et</li> <li>(b) la preuve que le remplaçant proposé possède la cote de sécurité exigée accordée par le Canada, s'il y a lieu.</li> </ul> <p>L'entrepreneur ne doit en aucun cas permettre que les travaux soient exécutés par des remplaçants non autorisés. L'autorité contractante peut ordonner qu'un remplaçant cesse d'exécuter les travaux. L'entrepreneur doit alors se conformer sans délai à cet ordre et retenir les services d'un autre remplaçant conformément au paragraphe 2. Le fait que l'autorité contractante n'ordonne pas qu'un remplaçant cesse d'exécuter les travaux n'a pas pour effet de relever l'entrepreneur de son obligation de satisfaire aux exigences du contrat</p> <p>13. Droit de propriété</p> <p>1. Sauf disposition contraire dans le contrat, le droit de propriété sur les travaux ou toute partie des travaux appartient au Canada dès leur livraison et leur acceptation par ou pour le compte du Canada.</p> <p>2. Toutefois lorsqu'un paiement est effectué à l'entrepreneur à l'égard des travaux, notamment au moyen de paiements progressifs ou d'étape, le droit de propriété relié aux travaux ainsi payés est transféré au Canada au moment du paiement. Ce transfert du droit de propriété ne constitue pas l'acceptation des travaux ou de toute partie des travaux par le Canada ni ne relève l'entrepreneur de son obligation d'exécuter les travaux conformément au contrat.</p> <p>3. Malgré tout transfert du droit de propriété, l'entrepreneur est responsable de toute perte ou endommagement des travaux ou toute partie des travaux jusqu'à la livraison au Canada conformément au contrat. Même après la livraison, l'entrepreneur demeure responsable de toute perte ou endommagement causé par l'entrepreneur ou tout sous-traitant.</p> <p>4. Lorsque le droit de propriété sur les travaux ou une partie des travaux est transféré au Canada, l'entrepreneur doit établir, à la demande du Canada, que ce titre est libre et quitte de tout privilège, réclamation, charge, sûreté ou servitude et signer les actes de transfert s'y rapportant et les autres documents</p>								



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>nécessaires pour parfaire le titre qu'exige le Canada.</p> <p>14. Responsabilité</p> <p>L'entrepreneur est responsable de tout dommage causé par l'entrepreneur, ses employés, ses sous-traitants ou ses agents au Canada ou à tout tiers. Le Canada est responsable de tout dommage causé par lui-même, ses employés, ses agents à l'entrepreneur ou à tout tiers. Les parties conviennent qu'aucune disposition relative à la limitation de la responsabilité ou à des indemnités ne s'applique au contrat à moins d'être reproduite entièrement dans les articles de convention. Les dommages comprennent les blessures causées à des personnes (y compris les blessures entraînant le décès) ou la perte ou l'endommagement de biens (y compris les biens immobiliers) causés par ou durant l'exécution du contrat.</p> <p>15. Atteinte aux droits de propriété intellectuelle et redevances.</p> <p>1. L'entrepreneur déclare et garantit qu'au meilleur de sa connaissance, ni lui ni le Canada ne portera atteinte aux droits de propriété intellectuelle d'un tiers dans le cadre de l'exécution ou de l'utilisation des travaux, et que le Canada n'aura aucune obligation de verser quelque redevance que ce soit à quiconque en ce qui touche les travaux.</p> <p>2. Si quelqu'un présente une réclamation contre le Canada ou l'entrepreneur pour atteinte aux droits de propriété intellectuelle ou pour des redevances en ce qui touche les travaux, cette partie convient d'aviser immédiatement l'autre partie par écrit. En cas de réclamation contre le Canada, le procureur général du Canada, en vertu de la Loi sur le ministère de la Justice, L.R., 1985, ch. J-2, sera chargé des intérêts du Canada dans tout litige où le Canada est partie, mais il peut demander à l'entrepreneur de défendre le Canada contre la réclamation. Dans l'un ou l'autre des cas, l'entrepreneur convient de participer pleinement à la défense et à la négociation d'un règlement, et de payer tous les coûts, dommages et frais juridiques engagés ou payables à la suite de la réclamation, y compris le montant du règlement. Les deux parties conviennent de ne régler aucune réclamation avant que l'autre partie n'ait d'abord approuvé le règlement par écrit.</p> <p>3. L'entrepreneur n'a aucune obligation concernant les réclamations qui sont présentées seulement parce que :</p> <ul style="list-style-type: none"> <li>(a) le Canada a modifié les travaux ou une partie des travaux sans le consentement de l'entrepreneur ou il a utilisé les travaux ou une partie des travaux sans se conformer à l'une des exigences du contrat; ou</li> <li>(b) le Canada a utilisé les travaux ou une partie des travaux avec un produit qui n'a pas été fourni par l'entrepreneur en vertu du contrat (à moins que l'utilisation ne soit décrite dans le contrat)</li> </ul>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Vel. limite	GST% %TPS	GST Total Total TPS	Total
	<p>ou dans les spécifications du fabricant); ou</p> <p>(c) l'entrepreneur a utilisé de l'équipement, des dessins, des spécifications ou d'autres renseignements qui lui ont été fournis par le Canada (ou par une personne autorisée par le Canada); ou</p> <p>(d) l'entrepreneur a utilisé un élément particulier de l'équipement ou du logiciel qu'il a obtenu grâce aux instructions précises de l'autorité contractante; cependant, cette exception s'applique uniquement si l'entrepreneur a inclus la présente déclaration dans son contrat avec le fournisseur de cet équipement ou de ce logiciel : " [Nom du fournisseur] reconnaît que les éléments achetés seront utilisés par le gouvernement du Canada. Si une tierce partie prétend que cet équipement ou ce logiciel fourni en vertu du contrat enfreint les droits de propriété intellectuelle, [nom du fournisseur], à la demande de [nom de l'entrepreneur] ou du Canada, défendra à ses propres frais, tant [nom de l'entrepreneur] que le Canada contre cette réclamation et paiera tous les coûts, dommages et frais juridiques connexes ". L'entrepreneur est responsable d'obtenir cette garantie du fournisseur, faute de quoi l'entrepreneur sera responsable de la réclamation envers le Canada.</p> <p>4. Si quelqu'un allègue qu'en raison de l'exécution des travaux, l'entrepreneur ou le Canada enfreint ses droits de propriété intellectuelle, l'entrepreneur doit adopter immédiatement l'un des moyens suivants :</p> <p>(a) prendre les mesures nécessaires pour permettre au Canada de continuer à utiliser la partie des travaux censément enfreinte; ou</p> <p>(b) modifier ou remplacer les travaux afin d'éviter de porter atteinte aux droits de propriété intellectuelle, tout en veillant à ce que les travaux respectent toujours les exigences du contrat; ou</p> <p>(c) reprendre les travaux et rembourser toute partie du prix contractuel que le Canada a déjà versée.</p> <p>Si l'entrepreneur détermine qu'aucun de ces moyens ne peut être raisonnablement mis en œuvre, ou s'il ne prend pas l'un de ces moyens dans un délai raisonnable, le Canada peut choisir d'obliger l'entrepreneur à adopter la mesure c), ou d'adopter toute autre mesure nécessaire en vue d'obtenir le droit d'utiliser la ou les parties des travaux censément enfreinte(s), auquel cas l'entrepreneur doit rembourser au Canada tous les frais que celui-ci a engagés pour obtenir ce droit.</p> <p><b>ANNEXE A - ÉNONCÉ DES TRAVAUX (EDT)</b></p> <p><b>1. TITRE</b> Dotation des postes de direction et Services d'évaluation du leadership</p> <p><b>2. OBJECTIFS</b> Effectuer une évaluation du leadership et fournir des services de</p>								



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>dotation pour plusieurs postes de direction clés au sein de la Direction générale des ressources humaines</p> <p><b>3. ÉNONCÉ CONTEXTUEL</b>  À la suite des départs récents et en vue des départs à la retraite à venir, bon nombre de postes clés au sein de la DGRH sont vacants ou vont l'être prochainement. Il est impératif que ces postes soient dotés rapidement et, par conséquent, les services d'un consultant externe sont requis pour effectuer ce travail en collaboration avec le DG de la Direction générale des ressources humaines.</p> <p><b>4. PORTÉE</b></p> <ul style="list-style-type: none"> <li>A) Identifier les processus de dotation au sein des autres organisations pour lesquels des bassins de candidats ont été créés, et communiquer avec ces ministères pour déterminer la disponibilité des candidats de ces bassins.</li> <li>B) Communiquer avec les personnes identifiées pour vérifier leur intérêt et leur disponibilité.</li> <li>C) Elaborer une liste finale de candidats.</li> <li>D) Consulter le DG au sujet des exigences essentielles et développer des outils d'évaluation.</li> <li>E) Veiller à ce que toute la documentation à l'appui des décisions de dotation soit élaborée conformément à la Loi sur l'emploi dans la fonction publique (LEFP) et au Règlement sur l'emploi dans la fonction publique (REFP).</li> </ul> <p><b>5. TÂCHES / SERVICES DÉTAILLÉS</b></p> <ul style="list-style-type: none"> <li>A) La recherche préliminaire et l'analyse de la disponibilité des réserves de candidats et/ou candidates pour des postes particuliers</li> <li>B) Le recrutement et l'examen préliminaire des candidats et/ou candidates potentiels afin de créer une liste des candidats ou candidates pré-qualifiées</li> <li>C) Les négociations avec les candidats et/ou candidates potentiels, au besoin</li> <li>D) L'élaboration d'un questionnaire afin d'obtenir des références de candidats et/ou candidates avant la nomination</li> <li>E) Prise de références structurés afin de valider le cheminement de carrière, l'historique de rendement antérieur, les compétences, les habiletés démontrés et s'il y a lieu les écarts</li> <li>F) Du soutien aux membres du comité de sélection, en cas de contestation du résultat du processus de sélection</li> <li>G) La préparation des dossiers de dotation en conformité avec les actes et règlements relatifs aux dotations.</li> </ul> <p><b>6. PRODUITS LIVRABLES ET CRITÈRES D'ACCEPTATION</b></p> <p>Tous les services seront offerts dans la RCN. Le consultant sera</p>								

100-11 (07/2006)

Requisition No. - Demande Ord. Off - Bur. demand. 19147	Yr. - An. 15	Ser. No - N° de série 8720
---	-----------------	-------------------------------

Page 10 of 11

000147

s.20(1)(c)



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>chargé de chaque processus individuel, et des échéances pour chacun d'eux seront fixées avec le DG de la Direction générale des ressources humaines.</p> <p>L'entrepreneur fournira ce qui suit au DG :</p> <ul style="list-style-type: none"> <li>- une liste finale des candidats potentiels qui satisfont à l'ensemble des critères/compétences convenus découlant des consultations menées auprès des autres ministères, des examens des bassins existants, etc.;</li> <li>- un modèle d'outil d'évaluation qui satisfait aux exigences des nouvelles compétences clés en leadership;</li> <li>- un questionnaire de référence provisoire, aux fins d'approbation;</li> <li>- des questionnaires de référence remplis en fonction des résultats des contacts pris avec les références fournies par les candidats;</li> <li>- du soutien pour le processus d'entrevue;</li> <li>- la documentation requise à l'appui des décisions de dotation prises pour le dossier de nomination.</li> </ul> <p>ANNEXE B - Liste de vérification des exigences relatives à la sécurité (voir pièce-jointe)</p>								
00010	<p>Prise de références</p> <p>Financial Codes Codage financier 0130-19051-15--3750 -4060</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	2015.08.21	2016.03.31	19147			13%	2,596.75	22,571.75

s.19(1)



Gouvernement of  
Canada

Gouvernement du  
Canada

From - Dated

COCONETU, TRAIAN  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
PHONE: 613-301-9709  
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra on applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and any F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'excise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimé. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.  
Le "Ministre" désigne le Ministre de la Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No. E602T-120001/150/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.  
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E602T-120001/150/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val/ Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total		
<b>CONTRACT DOCUMENTS</b> The following documents shall form part of this contract: 1) The ProServices Supply Arrangement Number E602T-120001/150/ZT, included all clauses terms and conditions. 2) The Vendor Submission entitled 'Organizational Development Consultant- level 3' dated August 14, 2015. 3) The Annexes of the Contract.											
Solicitation closes - L'invitation à soumissionner prend fin le At - À 00:00:00		The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein, and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.								Site point of manufacture/chipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.	
On - Le		Le fournisseur offre et convient de vendre au Ministre, sur les conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.								F.O.B. Point - Point FAB      Destination	
Name and address of Vendor - Nom et adresse du fournisseur  ALTIS HR 300-102 BANK ST OTTAWA ON K1P 5N4 CANADA Phone: 613-230-5393										Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles <b>PR# 100008963 signed 17 Aug 2015</b> Total Estimated Cost Coût global estimé <b>\$ 24,636.83</b>	
Vendor No - No du Fournisseur 123940		Fax No - No. de Télécopie 613-230-1623		JUS 9200-11 (07/2006)		<input checked="" type="checkbox"/> Your offer is accepted in the event something herein Votre offre est acceptée au cas où quelque chose exposée dans les présentes		<input type="checkbox"/> You are requested to supply as indicated herein. Nous vous demandons de fourrir ce qui est précisé dans les présentes.		<input type="checkbox"/> Return the signed copy (checklist). Prière de retourner immédiatement une copie dûment signée.	



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement/Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Vat. Limit Taux/Vat. Limite	GST% %TPS	GST Total Total TPS	Total
	<p><b>CONTRACT CLAUSES</b></p> <p>The present Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA).</p> <p>The following clauses and conditions apply to and form part of the present contract:</p> <p>1 Security Requirements</p> <p>The following security requirements (SRCL and related clauses) apply and form part of the Contract.</p> <p>1.1 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#2</p> <p>1.The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening(DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</p> <p>2.The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.</p> <p>3.Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</p> <p>4.The Contractor/Offeror must comply with the provisions of the:</p> <p>a.Security Requirements Check List, attached at Annex A; b.Industrial Security Manual (Latest Edition).</p> <p>2 Statement of Work</p> <p>This Contract is being issued for the requirement of Professional Services of one (1) Organizational Development Consultant- level 3 for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements below the NAFTA threshold (including taxes, travel and living, amendments, etc.).</p> <p>The work to be performed is detailed under Annex "A" Statement of Work.</p> <p>3 Standard Clauses and Conditions</p> <p>All clauses and conditions identified in the Contract by number,</p>								

JUS 9200-11 (07/2006)

Requisition No. - Demande  
Ord. Off - Sur; demand. Vr. - An. Ser. No - N° de série  
19278 15 8963

Page 2 of 11



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No of Days N° de jours	Fees Val. Limit TauxVal. limite	GST% %TPS	GST Total Total TPS	Total
	<p>date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>) issued by Public Works and Government Services Canada.</p> <p><b>3.1 General Conditions</b></p> <p>2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p><b>4 Term of Contract</b></p> <p><b>4.1 Period of the Contract</b></p> <p>The Work is to be performed during the period of Contract award to September 28, 2015.</p> <p><b>5 Authorities</b></p> <p><b>5.1 Contracting Authority</b></p> <p>The Contracting Authority for the Contract is:</p> <p>Contact Name: Traian Coconetu Telephone: 613-301-9709 E-mail address: <a href="mailto:traian.coconetu@justice.gc.ca">traian.coconetu@justice.gc.ca</a></p> <p>Department Name and Address: Justice Canada 284 Wellington Street Ottawa, Ontario K1A 0H8 Canada</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p><b>5.2 Project Authority</b></p> <p>The Project Authority for the Contract is:</p> <p>Contact Name: Claire Farid Telephone: (613) 948-3477 E-mail address: <a href="mailto:claire.farid@justice.gc.ca">claire.farid@justice.gc.ca</a></p>								

s.19(1)  
s.20(1)(c)



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement/Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Vel. Limite	GST% %TPS	GST Total Total TPS	Total
	<p>Department Name and Address: Justice Canada 360 Albert Street Ottawa, Ontario K1A 0H8 Canada</p> <p>The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p><b>5.3 Contractor's Representative</b></p> <p>The Contractor's Representative for the Contract is:</p> <p>Contact Name: [REDACTED] Telephone: (613) 230-5350 E-mail address: [REDACTED]@altisprofessional.com</p> <p>Organisation Name and Address: Altis Professional Recruitemet 102 Bank Street, 4th floor Ottawa, Ontario K1P 5N4 Canada</p> <p><b>6 Payment</b></p> <p><b>6.1 Basis of Payment- Firm Unit Price</b></p> <p>In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below. Customs duties are included and Applicable Taxes are extra.</p> <p>Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.</p> <p><b>6.2 Basis of Payment- Professional Fees</b></p> <p>Resource 1: [REDACTED] Per Diem Rate: [REDACTED] Level of Effort: up to a maximum of [REDACTED] days</p>								

JUS 9200-11 (07/2006)

Requisition No - Demande  
Ord. Off - Dur. demand. Yr. - Ann. Ser. No - N° de série  
19278 15 8963

Page 4 of 11

s.19(1)  
s.20(1)(c)

Government of Canada		Gouvernement du Canada		Supply Arrangement/Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats						
Item Article	Description	From - To Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Vat. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total	
	<p>Resource 2: [REDACTED] Per Diem Rate. Level of Effort: up to a maximum of [REDACTED] days.</p> <p>For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked</p> <p><b>6.3 Authorized Travel and Living Expenses</b></p> <p>Canada will not pay any travel or living expenses associated with performing the Work.</p> <p><b>6.4 Limitation of Expenditure</b></p> <p>1. Canada's total liability to the Contractor under the Contract must not exceed \$ 21,802.50. Customs duties are include and Applicable Taxes are extra.</p> <p>2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.</p> <p>The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <ul style="list-style-type: none"><li>a. when it is 75 percent committed, or</li><li>b. four (4) months before the contract expiry date, or</li><li>c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.</li></ul> <p>3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p><b>7 Method of Payment</b></p> <p><b>7.1 Terms of Payment-Single Payment</b></p>									



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement/Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Vs. Limit Tenu/Vail. Limite	GST% %TPS	GST Total Total TPS	Total
	<p>Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none"> <li>a.an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;</li> <li>b.all such documents have been verified by Canada;</li> <li>c.the Work delivered has been accepted by Canada.</li> </ul> <p><b>7.2 Payment by Direct Deposit</b></p> <p>Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-09-25), General Conditions - Higher Complexity - Goods forming part of this Contract.</p> <p>To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a>.</p> <p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20- Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services ) forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p><b>8 Accounts and Audit</b></p> <ol style="list-style-type: none"> <li>1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.</li> <li>2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual</li> </ol>								

JUS 8700-11 (07/2006)

Ord. Off - Bur. demandé,	Requisition No. - Demande
19278	Yr. - Ann.
	Ser. No. - N° de série
	15
	8963

Page 6 of 11



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Mtl. Limit Taux/Vail. limite	GST% %TPS	GST Total Total TPS	Total
	<p>performing any part of the Work.</p> <p>3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.</p> <p>4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.</p> <p>9 Time Verification</p> <p>Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p>10 Invoicing Instructions</p> <p>The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.</p> <p>Each invoice must be supported by:</p> <p>a. A copy of time sheets to support the time claimed</p> <p>Invoices must be distributed as follows:</p> <p>a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.</p> <p>11 No Responsibility to Pay for Work not performed due to Closure of Government Offices</p> <p>(a) Where the Contractor, its employees, subcontractors, or agents</p>								

JUS 9200-11 (07/2006)

Requisition No. - Demande  
Ord. Off - Bur. demand. Yr. - An. Ser. No. - N° de série  
19278 15 8963

Page 7 of 11



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement/Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Fai. Limit Taux/Voi. Limite	GST% %TPS	GST Total Total TPS	Total
	<p>are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p> <p>(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.</p> <p><b>12 Certifications Compliance</b></p> <p>The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.</p> <p><b>13 Applicable Laws</b></p> <p>The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.</p> <p><b>14 Priority of Documents</b></p> <p>If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <p>(a) the Articles of Agreement;            (b) the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity);            (c) Annex A, Statement of Work;            (d) Annex B, Security Requirements Check List;            (e) Supply Arrangement Number E602T-120001/150/2T ; and            (f) the Contractor's bid dated August 14, 2015.</p> <p><b>15 Translation of Documentation</b></p> <p>The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the</p>								

JUS 9200-11 (07/2006)

Requisition No. - Demande	Ord. Off - Bur. demand.	Yr. - An.	Ser. No. - N° de série
	19278	15	8963

Page 8 of 11



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Vat. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p><b>16 Replacement of Specific Individuals</b></p> <p>1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</p> <p>2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <p>(a) the name, qualifications and experience of the proposed replacement; and</p> <p>(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.</p> <p>3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract</p> <p><b>17 Liability</b></p> <p>The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party.</p> <p>Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement.</p>								

JUS 9200-11 (07/2006)

Requisition No. - Demande  
Ord. Off - Bur. demand. Yr - An Sel. No - N° de série  
19278 15 8963

Page

9

of

11



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.</p> <p>18 Intellectual Property Infringement and Royalties</p> <p>1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately.</p> <p>If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim.</p> <p>In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>3. The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none"> <li>(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or</li> <li>(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or</li> <li>(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or</li> <li>(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract</li> </ul>								

JUS 9200-11 (07/2006)

Ord. Off - Bur. demandé	Requisition No. - Demande
19278	Yr. - An. Ser. No. - N° de série
	15 8963

Page 10 of 11

s.20(1)(c)

Government of Canada		Gouvernement du Canada		Supply Arrangement/Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats						
Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total	
	<p>with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.</p> <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:</p> <ul style="list-style-type: none"> <li>(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or</li> <li>(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or</li> <li>(c) take back the Work and refund any part of the Contract Price that Canada has already paid.</li> </ul> <p>If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p><b>LIST OF ANNEXES (See documents attached)</b></p> <ol style="list-style-type: none"> <li>1) ANNEX "A"- STATEMENT OF WORK</li> <li>2) ANNEX "B"- SECURITY REQUIREMENTS CHECK LIST</li> <li>3) ANNEX "C" -RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM</li> </ol>									
00010	Organizational Structure/Classification	2015.07.29	2015.09.27	19278	[REDACTED]	[REDACTED]	13%	2,834.33	24,636.83	
	<p>Financial Codes Codage financier 0130-74000-15--3750 -1100</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>									
JUS 9200-11 (07/2006)					Requisition No - Demande	Ord. Off - Bur. demand., Yr - An, Ser No - N° de série	19278 15 8963	Page 11 of 11		

- 13 -

S.19(1)

s.20(1)(c)

Government of Canada		Gouvernement du Canada		Supply Arrangement/Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats						
Item Article	Description	From - On Y-a M-D-J	To - À Y-a M-D-J	Classification Code Code classificatoire	No. of Days N° de jours	Fees/Mat. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total	
	<b>DELETE:</b> 4 Term of Contract 4.1 Period of the Contract The Work is to be performed during the period of Contract award to September 28, 2015. <b>REPLACE WITH:</b> 4 Term of Contract 4.1 Period of the Contract The Work is to be performed during the period from August 31, 2015 to December 31, 2015. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.									
00010	Organizational Structure/Classification  Financial Codes Codage financier 0130-74000-15--3750 -1100  The currency of this P.O. is - La devise de ce bon est : CAD	2015.08.31	2015.12.31	19278			13%	2,834.33	24,636.83	
JUS 8200-1148723006		Registration No. - (Demande Ord. Off - Bur. munen Yr. - Ann. Ser. No. N° de série 19278 15 8963				Page	2	cl	2	

s.19(1)



Government of  
Canada

ગુજરાતી નાટક  
કાન્દડુ

- 1 The "Vendor" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.  
Le "Fournisseur" désigne le Ministre de la Justice Canada ou toute autre personne autorisée pour le représenter.  
2 These terms and Conditions set out in this Supply Agreement shall be EOUZT-120001/5441/ZT between the Vendor and the Client, as Negotiated by the Minister of Public Works and Government Services Canada, are hereby Incorporated into this document.  
Les termes et Conditions énoncés dans l'Arrangement en matière d'approvisionnement d'ÉGÉ, élaboré entre le Ministre de l'Énergie publique et des Services gouvernementaux Canada, et portant le numéro de file EOUZT-120001/5441/ZT sont incorporés dans ce document.

000167



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

From - Ded

BEAUVAIS-LEFORT, M  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA

PHONE: 613-952-2243  
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:  
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal  Demande de proposition  
Contract  Contrat  
Amendment  Modification

Accounting Office Code  
Code du bureau comptable  
19147

Requisition No. - Demande  
Ord. Off. - Bur. demand. Yr. - An. Ser. No - N° de série  
19147 15 8725

Page 1 of 10

Destination  
HUMAN RESOURCES & PROF DEV DIR  
DEPARTMENT OF JUSTICE CANADA  
ATT: PASSY, ZAHINDA (946-7476)  
275 SPARKS ST ROOM 8121  
OTTAWA ON K1A 0H8  
CANADA

Inspection Agency - Chargé de l'inspection  
Consignee at destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to:  
Adresser toutes demandes de renseignements à:  
BEAUVAIS-LEFORT, M  
613-952-2243

All invoices, shipping bills and packing slips must include the number indicated in this box  
Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissances et tous les bordereaux d'accompagnement.

1914758725

Amendment No.-No. de la modification Previous Value - Valeur précédente

Inc./Decs. - Aug./Dim. Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:  
Factures - Remplir et envoyer l'original et deux copies à :

HUMAN RESOURCES & PROF DEV DIR  
DEPARTMENT OF JUSTICE CANADA  
ATT: PASSY, ZAHINDA (946-7476)  
275 SPARKS ST ROOM 8121  
OTTAWA ON K1A 0H8  
CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/841/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/841/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M-D-J	To - À Y-A M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Clauses du contrat subséquent E60ZT-120001/841/ZT</p> <p>1. Exigences relatives à la sécurité EXIGENCE EN MATIÈRE DE SÉCURITÉ POUR ENTREPRENEUR CANADIEN : DOSSIER TPSGC No COMMON-PS-SRCL#2</p> <p>1.1 L'entrepreneur ou l'offrant doit détenir en permanence, pendant l'exécution du contrat ou de l'offre à commandes ou de l'arrangement en matière d'approvisionnement, une attestation de</p>								

Solicitation closes - L'invitation à soumissionner prend fin le  
At - À 00:00:00

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

State point of manufacture/shipping of goods or where service is to be performed.  
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

EXCELLENCE RHR CONSULTATION INC.  
50 RUE DES MONTAGNAIS  
GATINEAU QC J9J 1G2  
CANADA

Phone: 819-778-7946

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, ou au aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)  
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.  
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

191000 19728 on 11/15  
Signature Date 4/9/15

Vendor No. - No. du Fournisseur 142633 Fax No. - No. de Télécopie 819-778-3978  
JUS 9200-11 (07/2006)

Signature Date Telephone No. - N° de téléphone

Your offer is accepted to the extent specified herein.  
Votre offre est acceptée aux conditions exposées dans les présentes.

You are requested to supply as indicated herein.  
Nous vous demandons de fournir ce qui est précisé dans les présentes.

Return the signed copy forthwith.  
Préparez de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract.  
Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

Signature

Title - Titre

000163



Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>vérification d'organisation désignée (VOD) en vigueur, délivrée par la Direction de la sécurité industrielle canadienne (DSIC) de Travaux publics et Services gouvernementaux Canada (TPSGC).</p> <p>1.2 Les membres du personnel de l'entrepreneur ou de l'offrant devant avoir accès à des établissements de travail dont l'accès est réglementé doivent TOUS détenir une cote de FIABILITÉ en vigueur, délivrée ou approuvée par la DSIC de TPSGC.</p> <p>1.3 Les contrats de sous-traitance comportant des exigences relatives à la sécurité NE DOIVENT PAS être attribués sans l'autorisation écrite préalable de la DSIC de TPSGC.</p> <p>1.4 L'entrepreneur ou l'offrant doit respecter les dispositions :</p> <ul style="list-style-type: none"> <li>a. de la Liste de vérification des exigences relatives à la sécurité et directive de sécurité (s'il y a lieu), reproduite ci-joint à l'Annexe B;</li> <li>b. du Manuel de la sécurité industrielle (dernière édition).</li> </ul> <p>2. Énoncé des travaux</p> <p>L'entrepreneur doit exécuter les travaux conformément à l'énoncé des travaux qui se trouve à l'annexe " A ".</p> <p>3. Clauses et conditions uniformisées</p> <p>Toutes les clauses et conditions identifiées dans le contrat par un numéro, une date et un titre, sont reproduites dans le Guide des clauses et conditions uniformisées d'achat publié par Travaux publics et Services gouvernementaux Canada.</p> <p>4. Conditions générales</p> <p>Les conditions générales 2010B (2015-09-03) conditions générales - services professionnels (complexité moyenne) s'appliquent au contrat et en font partie intégrante.</p> <p>5. Durée du contrat</p> <p>5.1 Période du contrat</p> <p>Les travaux doivent être réalisés durant la période du 4 septembre 2015 au 31 mars 2016.</p> <p>6. Responsables</p> <p>6.1 Autorité contractante</p> <p>L'autorité contractante pour le contrat est :</p> <p>Mélanie Beauvais-Lefort Agente des contrats Ministère de la Justice Canada 284, rue Wellington</p>								

s.19(1)



Government of

Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Ottawa (Ontario) K1A 0H8 Téléphone: 613-952-2243 Courriel: melanie.beauvais-lefort@justice.gc.ca L'autorité contractante est responsable de la gestion du contrat et toute modification doit être autorisée, par écrit, par l'autorité contractante. L'entrepreneur ne doit pas effectuer de travaux dépassant la portée du contrat ou des travaux qui n'y sont pas prévus suite à des demandes ou des instructions verbales ou écrites de toute personne autre que l'autorité contractante.</p> <p>6.2 Chargé de projet</p> <p>Le chargé de projet pour le contrat est :</p> <p>Michel Brazeau Directeur général Direction générale des ressources humaines 275, rue Sparks Ottawa (Ontario) K1A 0H8 Téléphone: 613-941-1867 Courriel: Michel.brazeau@justice.gc.ca</p> <p>Le chargé de projet représente le ministère ou l'organisme pour lequel les travaux sont exécutés en vertu du contrat. Il est responsable de toutes les questions liées au contenu technique des travaux prévus dans le contrat. On peut discuter des questions techniques avec le chargé de projet; cependant, celui-ci ne peut pas autoriser les changements à apporter à l'énoncé des travaux. De tels changements peuvent être effectués uniquement au moyen d'une modification de contrat émise par l'autorité contractante.</p> <p>6.3 Représentant de l'entrepreneur</p> <p>[REDACTED]</p> <p>Excellence RHR Consultations Inc. 50, rue des Montagnais Gatineau (Québec) J9J 1G2 Téléphone : 819-778-7946 Courriel : [REDACTED]@videotron.ca</p> <p>En fournissant de l'information sur son statut en tant qu'ancien fonctionnaire touchant une pension en vertu de la Loi sur la pension de la fonction publique (LPFP), l'entrepreneur a accepté que cette information soit publiée sur les sites Web des ministères, dans le cadre des rapports de divulgation proactive des marchés, et ce, conformément à l'Avis sur la Politique des marchés : 2012-2 du Secrétariat du Conseil du Trésor du Canada.</p> <p>7. Paiement</p>								



Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>7.1 Base de paiement - limitation des dépenses (2011-05-16) C0206C</p> <p>L'entrepreneur sera remboursé pour les coûts qu'il a raisonnablement et convenablement engagés dans l'exécution des travaux établis conformément à la base de paiement mentionnée ci-dessous, jusqu'à une limitation des dépenses de 19 200.00 \$. Les droits de douane sont inclus et les taxes applicables sont en sus.</p> <p>7.1.1 Base de paiement - frais professionnels</p> <p>Ressource: [REDACTED] Taux horaire : [REDACTED] Heure maximum à effectuer : [REDACTED] heures</p> <p>7.2 Limitation des dépenses</p> <p>1. La responsabilité totale du Canada envers l'entrepreneur en vertu du contrat ne doit pas dépasser la somme de 19 200.00 \$. Les droits de douane sont inclus et les taxes applicables sont en sus.</p> <p>2. Aucune augmentation de la responsabilité totale du Canada ou du prix des travaux découlant de tout changement de conception, de toute modification ou interprétation des travaux, ne sera autorisée ou payée à l'entrepreneur, à moins que ces changements de conception, modifications ou interprétations n'aient été approuvés, par écrit, par l'autorité contractante avant d'être intégrés aux travaux. L'entrepreneur n'est pas tenu d'exécuter des travaux ou de fournir des services qui entraîneraient une augmentation de la responsabilité totale du Canada à moins que l'augmentation n'ait été autorisée par écrit par l'autorité contractante. L'entrepreneur doit informer, par écrit, l'autorité contractante concernant la suffisance de cette somme :</p> <ul style="list-style-type: none"> <li>a. lorsque 75 p. 100 de la somme est engagée, ou</li> <li>b. quatre (4) mois avant la date d'expiration du contrat, ou</li> <li>c. dès que l'entrepreneur juge que les fonds du contrat sont insuffisants pour l'achèvement des travaux, selon la première de ces conditions à se présenter.</li> </ul> <p>3. Lorsqu'il informe l'autorité contractante que les fonds du contrat sont insuffisants, l'entrepreneur doit lui fournir par écrit une estimation des fonds additionnels requis. La présentation de cette information par l'entrepreneur n'augmente pas la responsabilité du Canada à son égard.</p> <p>7.3 Modalités de paiement</p> <p>7.3.1 Paiement mensuel</p> <p>Le Canada paiera l'entrepreneur chaque mois pour les travaux complétés pendant le mois visé par la facture conformément aux dispositions de paiement du contrat si :</p>								



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>a. une facture exacte et complète ainsi que tout autre document exigé par le contrat ont été soumis conformément aux instructions de facturation prévues au contrat; b. tous ces documents ont été vérifiés par le Canada; c. les travaux livrés ont été acceptés par le Canada.</p> <p>7.4. Instructions relatives à la facturation</p> <p>Les factures doivent être distribuées comme suit :</p> <p>a) L'original et une (1) copie doivent être envoyés à l'adresse suivante pour attestation et paiement :</p> <p>Carole Rice Agente principale, Finances et administration Ministère de la Justice Canada Direction générale des ressources humaines 275, rue Sparks Ottawa (Ontario) K1A 0H8 Téléphone : 613-293-2749 Courriel : carice@justice.gc.ca</p> <p>7.4.1 Chaque demande de paiement doit comprendre les documents suivants à l'appui, s'il y a lieu :</p> <p>a) Le numéro du contrat tel qu'indiqué sur la première page de ce présent document</p> <p>b) Description du travail pour la période de paiement</p> <p>7.5 Aucune obligation de payer pour des travaux non effectués en raison de la fermeture des bureaux du gouvernement</p> <p>(a) Si l'entrepreneur, ses employés, ses sous-traitants ou ses agents ne peuvent accéder aux locaux du gouvernement où ils assurent des services en vertu du contrat en raison de l'évacuation et de la fermeture de ces bureaux, et que cette situation les empêche de faire leur travail, le Canada n'est pas tenu de payer l'entrepreneur pour les travaux qui auraient pu être effectués sans l'évacuation ou la fermeture.</p> <p>(b) Si l'entrepreneur, ses employés, ses sous-traitants ou ses agents ne peuvent accéder aux locaux du gouvernement où ils assurent des services en vertu du contrat en raison d'une grève ou d'un lockout, et que cette situation les empêche de faire leur travail, le Canada n'est pas tenu de payer l'entrepreneur pour les travaux qui auraient pu être effectués s'il avait eu accès aux locaux.</p> <p>8. Attestations - Conformité</p> <p>Le respect des attestations et documentation connexe fournies par l'entrepreneur avec sa soumission est une condition du contrat et</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>pourra faire l'objet d'une vérification par le Canada pendant la durée du contrat. En cas de manquement à toute déclaration de la part de l'entrepreneur, à fournir la documentation connexe ou encore si on constate que les attestations qu'il a fournies avec sa soumission comprennent de fausses déclarations, faites sciemment ou non, le Canada aura le droit de résilier le contrat pour manquement conformément aux dispositions du contrat en la matière.</p> <p>9. Lois applicables Le contrat doit être interprété et régi selon les lois en vigueur de l'Ontario et les relations entre les parties seront déterminées par ces lois.</p> <p>11. Ordre de priorité des documents En cas d'incompatibilité entre le libellé des textes énumérés dans la liste, c'est le libellé du document qui apparaît en premier sur la liste qui l'emporte sur celui de tout autre document qui figure plus bas sur ladite liste.</p> <ul style="list-style-type: none"> <li>a. les articles de la convention;</li> <li>b. les conditions générales 2010B (2015-09-03) conditions générales - services professionnels (complexité moyenne)</li> <li>c. Annexe A, Énoncé des travaux;</li> <li>d. Annexe B, Liste de vérification des exigences relatives à la sécurité (s'il y a lieu);</li> <li>e. L'arrangement en matière d'approvisionnement E60ZT-120001/841/ZT</li> <li>f. la soumission de l'entrepreneur en date du 4 septembre 2015</li> </ul> <p>10. Fondement du titre du Canada sur les droits de propriété intellectuelle Le Ministère de la Justice Canada a déterminé que tout droit de propriété intellectuelle découlant de l'exécution des travaux prévus par le contrat subséquent appartient au Canada, pour les motifs suivants : - lorsque le matériel créé ou conçu se compose de matériel protégé par le droit d'auteur, sauf dans le cas des logiciels informatiques et de la documentation s'y rapportant.</p> <p>11. Traduction de la documentation L'entrepreneur convient que le Canada peut traduire dans l'autre langue officielle toute documentation qui lui a été livrée par l'entrepreneur et qui n'appartient pas au Canada en vertu de l'article 20. L'entrepreneur reconnaît que le Canada est propriétaire de la traduction et qu'il n'a aucune obligation de fournir une traduction à l'entrepreneur. Le Canada convient que toute traduction doit comprendre tout avis de droit d'auteur et tout avis de droit de propriété qui faisait partie de l'original. Le Canada reconnaît que l'entrepreneur n'est pas responsable des erreurs techniques ou d'autres problèmes qui pourraient être causés par la traduction.</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>12. Remplacement d'individus spécifiques</p> <p>1. Si des individus spécifiques sont identifiés dans le contrat pour exécuter les travaux, l'entrepreneur doit fournir les services de ces individus, sauf s'il n'est pas en mesure de le faire pour des motifs indépendants de sa volonté.</p> <p>2. Si l'entrepreneur n'est pas en mesure de fournir les services de tout individu spécifique identifié au contrat, l'entrepreneur doit fournir les services d'un remplaçant qui possède les qualifications et l'expérience similaires. Le remplaçant doit satisfaire aux critères utilisés pour la sélection de l'entrepreneur et être acceptable pour le Canada. L'entrepreneur doit, le plus tôt possible, aviser l'autorité contractante du motif du remplacement de l'individu et fournir :</p> <ul style="list-style-type: none"> <li>(a) le nom du remplaçant proposé ainsi que ses qualifications et son expérience; et</li> <li>(b) la preuve que le remplaçant proposé possède la cote de sécurité exigée accordée par le Canada, s'il y a lieu.</li> </ul> <p>L'entrepreneur ne doit en aucun cas permettre que les travaux soient exécutés par des remplaçants non autorisés. L'autorité contractante peut ordonner qu'un remplaçant cesse d'exécuter les travaux. L'entrepreneur doit alors se conformer sans délai à cet ordre et retenir les services d'un autre remplaçant conformément au paragraphe 2. Le fait que l'autorité contractante n'ordonne pas qu'un remplaçant cesse d'exécuter les travaux n'a pas pour effet de relever l'entrepreneur de son obligation de satisfaire aux exigences du contrat</p> <p>13. Droit de propriété</p> <p>1. Sauf disposition contraire dans le contrat, le droit de propriété sur les travaux ou toute partie des travaux appartient au Canada dès leur livraison et leur acceptation par ou pour le compte du Canada.</p> <p>2. Toutefois lorsqu'un paiement est effectué à l'entrepreneur à l'égard des travaux, notamment au moyen de paiements progressifs ou d'étape, le droit de propriété relié aux travaux ainsi payés est transféré au Canada au moment du paiement. Ce transfert du droit de propriété ne constitue pas l'acceptation des travaux ou de toute partie des travaux par le Canada ni ne relève l'entrepreneur de son obligation d'exécuter les travaux conformément au contrat.</p> <p>3. Malgré tout transfert du droit de propriété, l'entrepreneur est responsable de toute perte ou endommagement des travaux ou toute partie des travaux jusqu'à la livraison au Canada conformément au contrat. Même après la livraison, l'entrepreneur demeure responsable de toute perte ou endommagement causé par l'entrepreneur ou tout sous-traitant.</p> <p>4. Lorsque le droit de propriété sur les travaux ou une partie des travaux est transféré au Canada, l'entrepreneur doit établir, à la demande du Canada, que ce titre est libre et quitte de tout privilège, réclamation, charge, sûreté ou servitude et signer les</p>								
JUS 9200-11 (07/2006)									

Requisition No. - Demande		
Ord. Off - Bur. demand.	Yr. - An.	Ser. No - N° de série
19147	15	8725

Page 7 of 10



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - A Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>actes de transfert s'y rapportant et les autres documents nécessaires pour parfaire le titre qu'exige le Canada.</p> <p>14. Responsabilité</p> <p>L'entrepreneur est responsable de tout dommage causé par l'entrepreneur, ses employés, ses sous-traitants ou ses agents au Canada ou à tout tiers. Le Canada est responsable de tout dommage causé par lui-même, ses employés, ses agents à l'entrepreneur ou à tout tiers. Les parties conviennent qu'aucune disposition relative à la limitation de la responsabilité ou à des indemnités ne s'applique au contrat à moins d'être reproduite entièrement dans les articles de convention. Les dommages comprennent les blessures causées à des personnes (y compris les blessures entraînant le décès) ou la perte ou l'endommagement de biens (y compris les biens immobiliers) causés par ou durant l'exécution du contrat.</p> <p>15. Atteinte aux droits de propriété intellectuelle et redevances.</p> <p>1. L'entrepreneur déclare et garantit qu'au meilleur de sa connaissance, ni lui ni le Canada ne portera atteinte aux droits de propriété intellectuelle d'un tiers dans le cadre de l'exécution ou de l'utilisation des travaux, et que le Canada n'aura aucune obligation de verser quelque redevance que ce soit à quiconque en ce qui touche les travaux.</p> <p>2. Si quelqu'un présente une réclamation contre le Canada ou l'entrepreneur pour atteinte aux droits de propriété intellectuelle ou pour des redevances en ce qui touche les travaux, cette partie convient d'aviser immédiatement l'autre partie par écrit. En cas de réclamation contre le Canada, le procureur général du Canada, en vertu de la Loi sur le ministère de la Justice, L.R., 1985, ch. J-2, sera chargé des intérêts du Canada dans tout litige où le Canada est partie, mais il peut demander à l'entrepreneur de défendre le Canada contre la réclamation. Dans l'un ou l'autre des cas, l'entrepreneur convient de participer pleinement à la défense et à la négociation d'un règlement, et de payer tous les coûts, dommages et frais juridiques engagés ou payables à la suite de la réclamation, y compris le montant du règlement. Les deux parties conviennent de ne régler aucune réclamation avant que l'autre partie n'ait d'abord approuvé le règlement par écrit.</p> <p>3. L'entrepreneur n'a aucune obligation concernant les réclamations qui sont présentées seulement parce que :</p> <p>(a) le Canada a modifié les travaux ou une partie des travaux sans le consentement de l'entrepreneur ou il a utilisé les travaux ou une partie des travaux sans se conformer à l'une des exigences du contrat; ou</p> <p>(b) le Canada a utilisé les travaux ou une partie des travaux avec un produit qui n'a pas été fourni par l'entrepreneur en vertu du contrat (à moins que l'utilisation ne soit décrite dans le contrat ou dans les spécifications du fabricant); ou</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

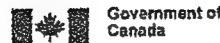
Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days Nº de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>(c) l'entrepreneur a utilisé de l'équipement, des dessins, des spécifications ou d'autres renseignements qui lui ont été fournis par le Canada (ou par une personne autorisée par le Canada); ou</p> <p>(d) l'entrepreneur a utilisé un élément particulier de l'équipement ou du logiciel qu'il a obtenu grâce aux instructions précises de l'autorité contractante; cependant, cette exception s'applique uniquement si l'entrepreneur a inclus la présente déclaration dans son contrat avec le fournisseur de cet équipement ou de ce logiciel : " [Nom du fournisseur] reconnaît que les éléments achetés seront utilisés par le gouvernement du Canada. Si une tierce partie prétend que cet équipement ou ce logiciel fourni en vertu du contrat enfreint les droits de propriété intellectuelle, [nom du fournisseur], à la demande de [nom de l'entrepreneur] ou du Canada, défendra à ses propres frais, tant [nom de l'entrepreneur] que le Canada contre cette réclamation et paiera tous les coûts, dommages et frais juridiques connexes ". L'entrepreneur est responsable d'obtenir cette garantie du fournisseur, faute de quoi l'entrepreneur sera responsable de la réclamation envers le Canada.</p> <p>4. Si quelqu'un allègue qu'en raison de l'exécution des travaux, l'entrepreneur ou le Canada enfreint ses droits de propriété intellectuelle, l'entrepreneur doit adopter immédiatement l'un des moyens suivants :</p> <p>(a) prendre les mesures nécessaires pour permettre au Canada de continuer à utiliser la partie des travaux censément enfreintes; ou</p> <p>(b) modifier ou remplacer les travaux afin d'éviter de porter atteinte aux droits de propriété intellectuelle, tout en veillant à ce que les travaux respectent toujours les exigences du contrat; ou</p> <p>(c) reprendre les travaux et rembourser toute partie du prix contractuel que le Canada a déjà versée.</p> <p>Si l'entrepreneur détermine qu'aucun de ces moyens ne peut être raisonnablement mis en œuvre, ou s'il ne prend pas l'un de ces moyens dans un délai raisonnable, le Canada peut choisir d'obliger l'entrepreneur à adopter la mesure c), ou d'adopter toute autre mesure nécessaire en vue d'obtenir le droit d'utiliser la ou les parties des travaux censément enfreintes(s), auquel cas l'entrepreneur doit rembourser au Canada tous les frais que celui-ci a engagés pour obtenir ce droit.</p> <p><b>ANNEX A - ÉNONCÉ DES TRAVAUX (EDT)</b></p> <p><b>1. INTRODUCTION</b> La direction générale des ressources humaines de Justice Canada requiert les services d'un consultant chevronné dans le domaine de la gestion des ressources humaines stratégiques et opérationnelles pour fournir d'avis et conseils pour le directeur général et son équipe de gestion.</p> <p><b>2. MANDAT ET EXIGENCES</b></p>								



**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Vel. limite	GST% %TPS	GST Total Total TPS	Total						
	<p>La direction générale des ressources humaines offre des services stratégiques et opérationnels au sous-ministre de Justice Canada et aux membres du comité exécutif du ministère pour l'ensemble des opérations ministérielles.</p> <p><b>2.1. EXIGENCES</b> Le DG RH a un besoin immédiat d'un consultant chevronné bilingue ayant des compétences qui combinent une connaissance et expérience approfondie de la gestion des ressources humaines.</p> <p>Le consultant assistera le DG RH et son équipe de gestion pour fournir des avis et conseils dans la résolution de dossiers stratégiques et opérationnels, dans l'établissement d'une culture organisationnelle axée sur le service et l'amélioration de la performance organisationnelle afin d'atteindre les résultats de la direction générale des ressources humaines afin de desservir à la fois le quartier général et les bureaux régionaux d'une façon cohérente et offrant des services de même qualité pour l'ensemble des clients.</p> <p><b>3. CONTENU DU TRAVAIL</b> Le travail aura pour objet:</p> <ol style="list-style-type: none"> <li>1. La prestation d'avis et conseils stratégiques et opérationnels en matière de gestion des ressources humaines.</li> <li>2. La prestation d'avis et conseils en matière de gestion de la direction générale des ressources humaines.</li> <li>3. La prestation d'avis et conseils ainsi que la facilitation de retraite ou comité de gestion.</li> </ol> <p><b>4. LIEU DE TRAVAIL</b> Le travail se fera principalement à Ottawa, Ontario.</p> <p><b>5. LANGUE DE TRAVAIL</b> Le consultant devra fournir les services dans les deux langues officielles auprès du DG RH et de son équipe de gestion. Les documents pourront être fournis soit en français et/ ou en anglais.</p> <p>ANNEX B - Liste de vérification des exigences relatives à la sécurité (voir pièce-jointe)</p>														
00010	<p>Strategic HR Management</p> <table> <tr> <td>Financial Codes</td> <td>Amount</td> </tr> <tr> <td>Codage financier</td> <td>Montant</td> </tr> <tr> <td>0130-19051-15--3750 -4060</td> <td>19,200.00</td> </tr> </table> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	Financial Codes	Amount	Codage financier	Montant	0130-19051-15--3750 -4060	19,200.00	2015.09.04	2016.03.31	19147			13%	2,496.00	21,696.00
Financial Codes	Amount														
Codage financier	Montant														
0130-19051-15--3750 -4060	19,200.00														

s.19(1)



Gouvernement du Canada

From - Ddc

**BEAUVAIS-LEFORT, M**  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
PHONE: 613-952-2243  
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges). Destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes ou de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'excise pertinente compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimé. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.  
Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/332/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.  
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenant entre le fournisseur et la Couronne, représenté par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/332/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Vol. Unit/ Taux/Vol. Unité	GST% %TPS	GST Total Total TPS	Total
	<p><b>Resulting Contract Clauses</b> E60ZT-120001/332/ZT</p> <p><b>1. Security Requirement</b></p> <p><b>SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19</b></p> <p><b>1. The Contractor/Officer must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement,</b></p>								
Submission clauses - L'invitation à soumissionner prend fin le 00:00:00	The Vendor agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments thereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.	Site point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.							
On - La	Le fournisseur offre de vendre au Ministre, aux conditions stipulées dans les présentes ou dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute envoi aux présentes, ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur devraient être considérées comme des offres de vente.	F.O.B. Point - Point F.A.B. Destination							
Name and address of Vendor - Nom et adresse du fournisseur	Name and title of person authorized to sign on behalf of Vendor (Type or print)	Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles <b>TP1000019286 on 11/0</b> Date							
Vendor No.- No du Fournisseur	Fax No.- No. de Télécopie	Nov 3, 2015		Telephone No. - N° de Téléphone	Total Estimated Cost Coût global estimé	For the Minister - Renseignez au Ministre			
113814	613-563-2579			\$ 24,992.78					
I agree to the terms and conditions set forth in the contract. Je suis d'accord avec les termes et conditions énoncés dans le contrat. <input type="checkbox"/> You are requested to supply me with a copy of the contract. Nous vous demandons de nous fournir ce qui est précisé dans les présentes. <input type="checkbox"/> Return the signed copy herewith. Prière de nous renvoyer immédiatement une copie signée.									



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

From - Ded

BEAUVAIS-LEFORT, M  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA

PHONE: 613-952-2243  
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:  
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal

Demande de proposition

Contract

Contrat

Amendment

Modification

Accounting Office Code  
Code du bureau comptable  
19399

Requisition No. - Demande  
Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série  
19399 15 9386

Page 1 of 11

Destination

CORPORATE PLANNING, REPORTING & RIS  
DEPARTMENT OF JUSTICE CANADA  
ATT: RACHELLE MATTE (613-952-3858)  
284 WELLINGTON STREET  
OTTAWA ON K1A 0H8  
CANADA

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to:  
Adresser toutes demandes de renseignements à:  
BEAUVAIS-LEFORT, M  
613-952-2243

1939959386

Invoices - Original and two copies are to be sent to:  
Factures - Remplir et envoyer l'original et deux copies à:

CORPORATE PLANNING, REPORTING & RIS  
DEPARTMENT OF JUSTICE CANADA  
ATT: RACHELLE MATTE (613-952-3858)  
284 WELLINGTON STREET  
OTTAWA ON K1A 0H8  
CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/332/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/332/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	Resulting Contract Clauses E60ZT-120001/332/ZT								
	1. Security Requirement  SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19								
	1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement,								
Solicitation closes - L'invitation à soumissionner prend fin le At - À 00:00:00	The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.								
On - Le									
Name and address of Vendor - Nom et adresse du fournisseur  CACHE CONSULTING CORPO. 1502-275 SLATER ST OTTAWA ON K1P 5H9 CANADA Phone: 613-563-2579	The fournissoir offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux énumérés dans les présentes et dans toute annexe aux présentes, ou au aux prix indiqués. Les réponses à une demande de proposition présentée par un fournissoir éventuel seront considérées comme des offres de vente.								
	Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)								
	X	Signature	Date	Telephone No. - N° de téléphone					
	Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.	<input type="checkbox"/>	You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.	<input type="checkbox"/>	Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.	<input type="checkbox"/>	The Vendor hereby accepts/acknowledges this contract. Le fournissoir reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.	<input checked="" type="checkbox"/>	Signature
Vendor No. - No du Fournisseur 113814	Fax No. - No. de Télécopie 613-563-2579								Title - Titre
JUS 9200-11 (07/2006)									
000174									



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</p> <p>2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC.</p> <p>3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.</p> <p>4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</p> <p>5. The Contractor/Offeror must comply with the provisions of the:</p> <ul style="list-style-type: none"> <li>a. Security Requirements Check List</li> <li>b. Industrial Security Manual (Latest Edition).</li> </ul> <p>2. Statement of Work</p> <p>This bid solicitation is being issued for the requirement of Professional Services of two (2) ERP Functional Analyst - Senior for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.</p> <p>3. Standard Clauses and Conditions</p> <p>All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>) issued by Public Works and Government Services Canada.</p> <p>4. General Conditions</p> <p>2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p>5. Term of Contract</p> <p>5.1 Period of the Contract</p> <p>The Work is to be performed during the period of November 4th, 2015 to March 31, 2016.</p> <p>6. Authorities</p> <p>6.1 Contracting Authority</p> <p>The Contracting Authority for the Contract is: Mélanie Beauvais-Lefort Contracting and Materiel Officer</p>								

s.19(1)



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Department of Justice Canada 284 Wellington Street - EMB Room 1257 Ottawa, ON K1A 0H8 Telephone: 613-952-2243 E-mail address: melanie.beauvais-lefort@justice.gc.ca</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p><b>6.2 Project Authority</b></p> <p>The Project Authority for the Contract is: Claudie Besner Manager Finance and Planning Branch Department of Justice Canada 284 Wellington Street Ottawa, Ontario K1A 0H8 Telephone: 613-290-0181 E-mail address: claudie.besner@justice.gc.ca</p> <p>The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p><b>6.3 Contractor's Representative</b></p> <p>[REDACTED]</p> <p>Cache Consulting 1502-275 Slater Street Ottawa, Ontario K1P 5H9 Telephone: 613-563-2579 Email: [REDACTED]@cacheconsulting.ca</p> <p><b>7. Payment</b></p> <p><b>7.1 Basis of Payment - Limitation of Expenditure</b></p> <p><b>7.1.1 Basis of Payment - Professional Fees</b></p> <p>Resources: [REDACTED]</p>								

s.20(1)(c)



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Per Diem Rate: [REDACTED] Level of Effort: up to a maximum of [REDACTED] days (Distribution to be determined)</p> <p><b>7.2 Limitation of Expenditure</b></p> <p>1. Canada's total liability to the Contractor under the Contract must not exceed \$22,117.50. Customs duties are included and Applicable Taxes are extra.</p> <p>2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <ul style="list-style-type: none"> <li>a. when it is 75 percent committed, or</li> <li>b. four (4) months before the contract expiry date, or</li> <li>c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.</li> </ul> <p>3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p><b>7.3 Method of Payment - Multiple Payments</b> Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none"> <li>a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;</li> <li>b. all such documents have been verified by Canada;</li> <li>c. the Work delivered has been accepted by Canada.</li> </ul> <p><b>7.4 Payment by Direct Deposit</b></p> <p>Payments by direct deposit will be subject to Article 18 - Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a>.</p> <p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20 - Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services ) forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p><b>7.5 Discretionary Audit</b></p> <p>The following are subject to government audit before or after payment is made:</p> <p>a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.  b) The accuracy of the Contractor's time recording system.  c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).  d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.</p> <p>Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p><b>7.6 Time Verification</b></p> <p>Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p><b>8. Invoicing Instructions</b></p> <p>The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.</p> <p>Each invoice must be supported by:</p> <ul style="list-style-type: none"> <li>a. A copy of time sheets to support the time claimed</li> </ul> <p>Invoices must be distributed as follows:</p> <ul style="list-style-type: none"> <li>a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.</li> </ul> <p><b>8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices</b></p> <p>(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p> <p>(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.</p> <p><b>9. Certifications - Compliance</b></p> <p>The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p><b>10. Applicable Laws</b> The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.</p> <p><b>11. Priority of Documents</b> If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <ul style="list-style-type: none"> <li>a. the Articles of Agreement;</li> <li>b. the general conditions (2015-09-03) 2010B General Conditions - Professional Services (Medium Complexity)</li> <li>c. Annex A, Statement of Work;</li> <li>d. Supply Arrangement Number E60ZT-120001/332/ZT</li> <li>e. The Contractor's bid</li> </ul> <p><b>12 Basis for Canada's Ownership of Intellectual Property</b> The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: - where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.</p> <p><b>13. Translation of Documentation</b> The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p><b>14. Replacement of Specific Individuals</b></p> <ol style="list-style-type: none"> <li>1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</li> <li>2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</li> </ol>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>(a) the name, qualifications and experience of the proposed replacement; and</p> <p>(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.</p> <p>3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.</p> <p><b>15. Ownership</b></p> <p>1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p><b>16. Liability</b></p> <p>The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>17. Intellectual Property Infringement and Royalties</p> <p>1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>3. The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none"> <li>(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or</li> <li>(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or</li> <li>(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or</li> <li>(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.</li> </ul> <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:</p>								



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or</p> <p>(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or</p> <p>(c) take back the Work and refund any part of the Contract Price that Canada has already paid.</p> <p>If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p><b>ANNEX A - STATEMENT OF WORK</b></p> <p><b>1. Title</b> ERP Functional Analysts Level 3 - Funds Management Module (SAP)</p> <p><b>2. OBJECTIVE</b> Assessment, redesign and configuration of FM Module for the Department of Justice</p> <p><b>3 Scope:</b> The scope of the work will include the AVC Derivation Strategy for Control Objects (FMAVCDERIAO), the Derivation strategy for budget accounts (FMDERIBO), and the derivation strategy for FM document entries (FMDERIVE).</p> <p><b>4. Tasks:</b> Conduct a review of the current steps within the AVC strategy. Propose alternatives for how to configure AVC and configure and test a new AVC strategy. We require a strategy that would allow for efficient updates of control points for various funds. Work closely with analyst at Justice to provide instructions and knowledge transfer on how to do this configuration and perform testing.</p> <p>In order to ensure system effectiveness, a review of both the derivation strategy for budget account assignments (FMDERIBO) and the derivation strategy for FM document entries (FMDERIVE) would also be required. This would be crucial in order to examine system interdependencies and efficiency.</p> <p>Provide recommendations on improvements to FMDERIBO and FMDERIVE strategies and reconfigure where necessary. Work closely with analyst at Justice to provide instructions and knowledge transfer on how to do this configuration and perform testing.</p>								

Government of  
CanadaGouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total		
00010	<p>5. Deliverables:        - Assessment, options and recommendations of all three FM strategies starting with AVC.        - Configuration and testing to be completed by March 31st for new fiscal year starting April 1st, 2016</p> <p>6. Access to Client's Premises and Systems / Access Restrictions Will be given access premises and SAP system including all landscapes</p> <p>ERP Functional Analysts Level 3</p> <p>Financial Codes        Codage financier        0130-20042-15--3720 -4050</p> <table style="margin-left: 200px; border-collapse: collapse;"> <thead> <tr> <th style="text-align: right;">Amount Montant</th> </tr> </thead> <tbody> <tr> <td style="text-align: right;">22,117.50</td> </tr> </tbody> </table> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	Amount Montant	22,117.50	2015.11.04	2016.03.31	19399	[REDACTED]	[REDACTED]	13%	2,875.28	24,992.78
Amount Montant											
22,117.50											

s.19(1)



Government of  
Canada

Gouvernement du  
Canada

From - Ded  
**DESBOIS, SYLVAIN**  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
PHONE: 613-950-4881  
FAX:

Date of solicitation - Date de l'invitation à soumissionner:
--

Clauses (1) and (2) below will form part of this:  
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal:  Demande de proposition

Contract:  Contrat

Amendment:  Modification

### Supply Arrangement Solicitation/Contract

Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Accounting Office/Crate Code du bureau comptable	Requisition No. - Demande Ord. Off. - Num. demand. 19024	Page 1 Ser. No. - N° de série 15	of 11
Destination <b>INTERNAL AUDIT BRANCH DEPARTMENT OF JUSTICE CANADA ATT: NADINE GRAVELLE (613-670-6429) 99 BANK ST 11TH FLOOR OTTAWA ON K1A 0H8 CANADA</b>	Condition at destination unless specified herein. Destinataire au point de destination sauf indication contraire.		
Direct inquiries to: Adresse toutes demandes de renseignements au: <b>DESBOIS, SYLVAIN 613-950-4881</b>		Inspection Agency - Chargé de l'inspection	

Unless otherwise indicated herein by the Crown, all prices quoted in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit price. GST is extra as applicable to the unit price. GST is included in the total estimated cost. Prices include packing, insurance and are F.O.B. (including all delivery charges) destination(s) specified herein; multiple unit taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes ou la charte de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise y compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont F.A.B. (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes provinciales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and picking slips must include the number indicated in this box.

**1902459344**

Invoices - Original and two copies are to be sent to:

INTERNAL AUDIT BRANCH  
DEPARTMENT OF JUSTICE CANADA  
ATT: NADINE GRAVELLE (613-670-6429)  
99 BANK ST 11TH FLOOR  
OTTAWA ON K1A 0H8  
CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.  
(Le "Ministre" désigne le Ministre de la Justice Canada et toute autre personne désignée pour le remplacer.)
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/257/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.  
Les conditions figurant dans l'Arrangement en matière d'approvisionnement (AAC), intervenu entre le fournisseur et la Couronne, représenté par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/257/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-M-D-J	To - À Y-M-D-J	Conditions Code Code conditionnel	No. of Days N° de jours	Fees Avl. Limt. Taux/Val. limite	GST % % TPS	GST Total Total TPS	Total
	<b>ProServices PART 6 - RESULTING CONTRACT CLAUSES</b> <b>6.1 Security Requirements</b> The following security requirements related clauses apply and form part of the Contract. <b>SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#2</b>								

Solicitation closes - L'invitation à soumissionner prend fin le  
At : A 00:00:00

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the prices set out thereon. Responses to a request for proposal by a potential supplier will be considered as an offer or bid.

State point of manufacture/shipping of goods or where service is to be performed.  
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

On - Le

Le fournisseur offre et consent à vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les services fournis (éventuellement) et dans toute annexe aux présentes, ou au aux prix indiqués. Les réponses à une demande de proposition présentée par un tiers sont considérées comme des offres de vente.

#### F.O.B. Point - Point F.A.B.

#### Destination

Pursuant to Section 3(2)(f) of the Financial Administration Act, funds are available.  
En vertu de l'article 3(2)(f) de la loi sur la gestion des finances publiques, des fonds sont disponibles.

**INANC YKAR**

Signature

Date

Name and title of person to sign on behalf of Vendor (Type or print)

I sign on behalf of Vendor (Type or print)

05 Nov 15  
6137229902  
Telephone No. - N° de téléphone

Estimated Cost  
Coût global estimatif

\$ 14,940.98

Date

For the Minister - Relevé au Ministre

Nov 5, 2015

Vendor No. - N° du Fournisseur

Fax No. - N° de Télécopie

131610

JUS 9200-11 (07/2006)

Your offer is accepted to the extent that  
Votre offre est acceptée dans la mesure où

You are requested to supply as indicated herein.  
Nous vous demandons de fourrir ce qui est précisé dans les présentes.

Return the signed copy forthwith.  
Prélevez le retournez immédiatement une copie signée.

The Vendor here  
Le fournisseur

000185



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement/Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item- Article	Description	From - De Y-A.M.D-J	To - À Y-A.M.D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Vel. limite	GST% %TPS	GST Total Total TPS	Total
	<p>1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening(DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</p> <p>2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.</p> <p>3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</p> <p>4. The Contractor/Offeror must comply with the provisions of the:</p> <p>a) Security Requirements Check List and security guide (if applicable)</p> <p>b) Industrial Security Manual (Latest Edition).</p> <p><b>6.2 Statement of Work</b></p> <p>This Contract is being issued for the requirement of Professional Services of Leadership Development Consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).</p> <p>The work to be performed is detailed under Appendix "A" Statement of Work.</p> <p><b>6.3 Standard Clauses and Conditions</b></p> <p>All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>) issued by Public Works and Government Services Canada.</p> <p><b>6.3.1 General Conditions</b></p> <p>2010B ( 2015-03-09 ), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p><b>6.4 Term of Contract</b></p> <p><b>6.4.1 Period of the Contract</b></p> <p>The Work is to be performed during the period of Contract award to March 31, 2017.</p> <p><b>6.5 Authorities</b></p>								

JUS S200-11 (07/2006)

Requisition No./ Demande  
Ord. Off - Sur. demandé Yr. - Ann. Ser. No.- N° de série:  
19024 15 9344

Page 2 of 11



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fee / Val. Unit Taux/Vat. Unité	GST% % TPS	GST Total Total TPS	Total
6.5.1 Contracting Authority The Contracting Authority for the Contract is:  Sylvain Desbois Contracts Management Officer 284 Wellington Street Ottawa, Ontario K1A 0H8 Telephone : 613-960-4881 E-mail : sylvain.desbois@justice.gc.ca  The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.									
6.5.2 Technical Authority The Technical Authority for the contract is:  Inanc Yazar Chief Audit Executive 99 Bank Street, 11th Floor Ottawa, Ontario K1A 0H8 Telephone : 613-670-6434 E-mail : inanc.yazar@justice.gc.ca  The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.									
6.6 Proactive Disclosure of Contracts with Former Public Servants  By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice 2012-2 of the Treasury Board Secretariat of Canada.									
6.7 Payment 6.7.1 Basis of Payment									

JUS 9200-11 (07/2006)

Requisition No. - Demande  
Ord. Off - Bur. demand. Yr. - An. Ser. No. N° de série  
19024 15 9344

Page 3 of 11

s.20(1)(c)



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item/ Article	Description	From - De Y-A M-D-J	To - À Y-A M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Vat. Limit Taux/Vat. Limite	GST % %TPS	GST Total, Total TPS	Total
	<p>Payment for the work performed by Julie Francisco shall be made on the following basis:</p> <p>All inclusive hourly rate: [REDACTED] Up to a maximum of [REDACTED] hours for the period ending March 31, 2016 and up to a maximum of [REDACTED] hours for the period ending March 31, 2017</p> <p>6.8.2 Authorized Travel and Living Expenses Canada will not pay any travel or living expenses associated with performing the Work.</p> <p>6.8.3 Limitation of Expenditure Canada's total liability to the Contractor under the Contract must not exceed \$13,222.09. Customs duties are included and Applicable Taxes are extra.</p> <p>No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <ul style="list-style-type: none"><li>a. when it is 75 percent committed, or</li><li>b. four (4) months before the contract expiry date, or</li><li>c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.</li></ul> <p>If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p>6.9 Method of Payment</p> <p>6.9.1 : Monthly Payment Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none"><li>a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;</li><li>b) all such documents have been verified by Canada;</li></ul>								

JUS 9200-11 (07/2006)

Requisition No. - Demande  
Ord. Off - Sur. demand. Yr. - An. Ser. No. - N° de série  
19024 15 9344

Page 4 of 11



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Vat. Unit Taux/Val. Unité	GST% %TPS	GST Total Total TPS	Total
c)	<p>the Work performed has been accepted by Canada.</p> <p><b>6.9.2 Payment by Direct Deposit</b></p> <p>Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract.</p> <p>To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form. The form can also be obtained from the Department of Justice internet site at <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a>.</p> <p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p><b>6.10 Accounts and Audit</b></p> <ol style="list-style-type: none"><li>1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.</li><li>2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.</li><li>3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.</li></ol>								

JUS 9200-11 (07/2008)

Requisition No. - Demande  
Ord. Off - Sur. deman. Vr. An. Ser. No. - N° de série  
19024 15 9344

Page 5 of 11



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement/Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De V.A.M.D.J	To - À Y.A.M.D.J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Vel. Limit Taux/Vel. limites	GST% %TPS	GST Total Total TPS	Total
4.	<p>The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.</p> <p><b>6.11 Time Verification</b></p> <p>Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p><b>6.12 Invoicing Instructions</b></p> <p>a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.</p> <p>b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.</p> <p>c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.</p> <p>d. The Contractor must provide the original and an electronic copy of each invoice to the following address : Nadine Gravelle - Administrative Coordinator 99 Bank Street, 11th Floor - Room 1177C Ottawa, Ontario K1A 0H8</p> <p>Electronic copy to: nadine.gravelle@justice.gc.ca</p> <p>On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.</p> <p><b>6.13 Applicable Laws</b></p> <p>The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario</p> <p><b>6.14 Priority of Documents</b></p>								

JUS 9200-11 (07/2006)

Requisition No. - Demande		
Ord. Off - Bur. demand.	Yr. - Ans.	Ser. No - N° de série
19024	15	9344

Page 6 of 11



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement/Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A.M.D-J	To - À Y-A.M.D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fee / Val. Limit Tenu/Val. Limite	GST % %TPS	GST Total Total TPS	Total
	<p>If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <p>(a) the Articles of Agreement; (b) the general conditions 2010B (2015-03-09); (c) Annex A, Statement of Work; (d) Supply Arrangement Number E60ZT-120001/257/ZT (the "Supply Arrangement"); and (e) the Contractor's bid dated October 16, 2015</p> <p><b>6.15 Translation of Documentation</b></p> <p>The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p><b>6.16 Replacement of Specific Individuals</b></p> <p>1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</p> <p>2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <p>(a) the name, qualifications and experience of the proposed replacement; and</p> <p>(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.</p> <p>3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract</p>								
JUS 9200-11 (07/2008)									

Requisition No. - Demande:  
Ord. On - Bur. demand. Yr. - An. Ser. No. - N° de série  
19024 15 9344

Page 7 of 11  
000191



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Sollicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Vsl. limite	GST % %TPS	GST Total Total TPS	Total
6.17 Ownership	<p>1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p>								
6.18 Government of Canada Web Standards	<p>Use the following clause in all contracts for the acquisition of electronic goods or services that are related to public facing websites, public facing web applications of the Government of Canada, for a department or agency listed in Schedule I, I.1 and II of the Financial Administration Act.</p> <p>The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard of Web Accessibility, the Standard on Web Usability, the Standard on Web Interoperability, and the Standard on Optimizing Websites and Applications for Mobile Devices.</p> <p>In addition, the Work must comply with the standards and guidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available from the department or agency's Web Standards Centre of Expertise</p>								
6.19 Liability	<p>The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property)</p>								

JUS 9200-11 (07/2006)

Requisition No. - Demande		
Ord. Off - Bur. demand.	Yr. - An.	Ser. No - N° de série
19024	15	9344

Page 8 of 11



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-E M-D-J	To - À Y-E M-D-J	Conditions Code Code conditions	No. of Days N° de jours	Fees /M. Unit. Taux/Vel. Unite	GST% % TPS	GST Total Total TPS	Total
	<p>caused as a result of or during the performance of the Contract.</p> <p>6.20 Intellectual Property Infringement and Royalties.</p> <p>1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>3. The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none"> <li>(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or</li> <li>(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or</li> <li>(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or</li> <li>(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.</li> </ul> <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the</p>								

JUS 9200-11 (07/2006)

Requisition No. - Demande	Ord. Off. - Dur. demand.	Yr. - An.	Ser. No. - N° de série
19024	15	9344	

Page 9 of 11



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement/Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Mtl. Limit Taux/Mtl. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Contractor must immediately do one of the following:</p> <ul style="list-style-type: none"> <li>(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or</li> <li>(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or</li> <li>(c) take back the Work and refund any part of the Contract Price that Canada has already paid.</li> </ul> <p>If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p><b>ANNEX "A": STATEMENT OF WORK</b></p> <p><b>1.1 TITLE</b> Coaching and Facilitation Services</p> <p><b>1.2 OBJECTIVES</b> The need is for an Organizational and Development Specialist and Certified Organization and Relationship Systems Coach, and a certified Lumina Learning practitioner, with recent experience working in the federal public service and extensive experience in successfully delivering coaching to both groups and individuals, and in using the Lumina Leader and Lumina Spark tools to support organizational change, transition management and team building.</p> <p><b>1.3 BACKGROUND</b> The Internal Audit Services (IAS) of Justice Canada have experienced a high number of changes in the past year and the desire is to assist senior management with transition management, organizational change and team building to restore and to support a collaborative work culture within the Internal Audit Services Team.</p> <p><b>1.4 SCOPE</b> The Chief Audit Executive (CAE) is requesting coaching for her direct reports, including two new directors who will be in place shortly, group coaching and team building for the entire IAS staff including management and where requested by the CAE a psychometric assessment to help identified staff become more self-aware of their own communication and work style and how it impacts the team.</p> <p><b>1.5 TASKS</b> The tasks will include:</p> <ul style="list-style-type: none"> <li>o Focus groups</li> <li>o Individual interviews</li> </ul>								

JUS 9200-11 (07/2006)

Requisition No. - Demande		
Ord. Off - Bur. demandé: 19024	Yr. - Ann.: 15	Ser. No - N° de série: 9344

Page 10 of 11

s.20(1)(c)



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limité Taux/Val. limitée	GST% %TPS	GST Total Total TPS	Total
	<ul style="list-style-type: none"><li><input type="radio"/> Individual coaching</li><li><input type="radio"/> Group coaching</li></ul>								
00010	1.6 MEETINGS The resources will be required to attend meetings at the Department of Justice in the National Capital Région. Coaching Services	2015.11.06	2017.03.31	19024			13%	859.44	7,470.49
00020	Coaching Services	2015.11.06	2017.03.31	19024			13%	859.44	7,470.49
	Financial Codes Codage financier 0130-15000-15--3750 -4010 =====		Amount Montant 13,222.10						
	The currency of this P.O. is - La devise de ce bon est : CAD								

JUS 3200-11 (07/2006)

Requisition No. - Demande  
Ord. Off - Bur. demand. Vr. - An. Ser. No. - N° de série  
19024 15 9344

Page 11 of 11

s.19(1)

Gouvernement du  
Canada

**DEBOIS, SYLVIAN**  
**NATIONAL CAPITAL REGION**  
**RÉGION DE CAPITALE NATIONALE**  
**284 WELLINGTON ST**  
**OTTAWA ON K1A 0H8**  
**CANADA**  
**PHONE: 613-950-4881**  
**FAX:**

Unless otherwise indicated herein by the Crown, all prices set out to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to unit prices. GST is included in the total estimated cost. Prices include packing, packaging and any F.O.B. including all delivery charges (destination) specified herein; mandatory (as as not applicable for provincial rates), see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de Gouverneur, tout les prix seront en francs canadiens, les taxes et autres taxes et taxes réglementées ou imposées par le gouvernement. Le taux des taxes et services (TTS) n'est pas compris dans les prix ci-dessus. La TPS applicable aux prix unitaires est en sus. Le TPS est compris dans le coût total estimé. Les prix comprennent les frais d'emballage et de conditionnement et sont F.A.B. (y compris tous les frais de livraison aux destinations). Dans les présentes, les taxes mentionnées ne s'appliquent plus. En ce qui concerne les taxes prélevables, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne autorisée à agir au nom du Ministre.

II. The terms and conditions set out in the SSC Supply Arrangement Serial No. E60ZT-120001/G93/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représenté par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/G93/ZT sont incorporées dans les présentes.

Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats											
Date et sollicitation - Date et l'invitation à soumissionner		Demande de proposition		Accordée à l'offre		Demande				Page	
				Code du bureau commis		Ord. Off. - Num. d'inv. Yr. Ans. Ser. No. - N° de série				1 et 11	
				19024		19024		15 9374		Inspection Agency - Chargé de l'inspection	
										Conditions et Génération unless specified herein.	
										Généralités au sujet de destination et si indiqué ci-dessous.	
										Descriptives (s) : Adresse et nom des bureaux de travail : DEBOIS, SYLVIAN 613-950-4881	
<p><b>INTERNAL AUDIT BRANCH</b>  <b>DEPARTMENT OF JUSTICE CANADA</b>  <b>ATT: NADINE GRAVELLE (613-670-6429)</b>  <b>99 BANK ST 11TH FLOOR</b>  <b>OTTAWA ON K1A 0H8</b>  <b>CANADA</b></p> <p>Invoices - Original and two copies are to be sent to:    Pièces - Pièce et deux copies à envoyer à :</p> <p><b>INTERNAL AUDIT BRANCH</b>  <b>DEPARTMENT OF JUSTICE CANADA</b>  <b>ATT: NADINE GRAVELLE (613-670-6429)</b>  <b>99 BANK ST 11TH FLOOR</b>  <b>OTTAWA ON K1A 0H8</b>  <b>CANADA</b></p> <p>Invoices - Original and two copies are to be sent to:    Pièces - Pièce et deux copies à envoyer à :</p> <p><b>INTERNAL AUDIT BRANCH</b>  <b>DEPARTMENT OF JUSTICE CANADA</b>  <b>ATT: NADINE GRAVELLE (613-670-6429)</b>  <b>99 BANK ST 11TH FLOOR</b>  <b>OTTAWA ON K1A 0H8</b>  <b>CANADA</b></p>											
Cause(s) (1) and (2) which will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de :											
Request for proposal		<input type="checkbox"/> Demande de proposition									
Contract		<input checked="" type="checkbox"/> Contrat									
Amendment		<input type="checkbox"/> Modification									
All invoices, shipping bills and packing slips must include the numbers indicated in this box.				Le numéro figurant dans cette case doit être indiqué sur toutes les factures, tous les courriers et tous les documents d'accompagnement.							
				1902459374							
A pronouncement No./N° de la modification				Previous Value - Valeur précédente							
Inv/Docs - Inv/Doc.				Revised Value - Valeur Révisée							

Sélection classe - L'invitation à soumissionner prend fin le

A1-A  
00:00:00

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

PETER CAMERON AND ASSOCIATES INC  
 3076 BARLOW CRES  
 OTTAWA ON K2A 1T0  
 CANADA

Phone: 613-832-0282

Vendor No. - N° du Fournisseur

143277

JUS 8700-11 (97/2006)

The Vendor agrees and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services and renders and on any attached sheets at the price(s) set out thereto. Responses to a request for proposal by a potential supplier will be accepted as an offer.

Le Fournisseur offre et convient de vendre ou délivrer, aux conditions stipulées dans les présentes et dans les documents ci-joint, les biens ou services, ou les

autres documents énumérés dans les présentes et dans ceux annexes au présent contrat, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un

fournisseur éventuel seront considérées comme des offres de vente.

Your offer is accepted to the  
extent specified herein.  
You are requested to supply  
as indicated herein.

You are requested to supply  
as indicated herein.

Return the signed copy forthwith.  
Prière de renvoyer immédiatement  
une copie signée ci-jointe.

Date Nov 17, 2015

Signature No. - N° de l'identifiant

Siège social ou manufacture/Shipping of goods or when service is to be performed,  
ou lieu de dépôt des marchandises ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

P.O.B. - Poste - Poste P.A.B. - Destination

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.

En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds

disponibles.

WILLIAM PENTNEY Date

for the Minister/Intervenue au Ministre

Nov. 17, 2015

Total Estimated Cost - Coût global estimatif

\$ 11,300.00



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

From - Dated  
**DESBOIS, SYLVAIN**  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
PHONE: 613-960-4881  
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:  
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal

Contract

Amendment

Demande de proposition

Contrat

Modification

Accounting Office Code  
Code du bureau comptable

19024

Requisition No. - Demande  
Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série

19024

15

9374

Page 1 of 11

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-bas.

Direct inquiries to:  
Adresser toutes demandes de renseignements à:  
**DESBOIS, SYLVAIN**  
613-960-4881

Destination

INTERNAL AUDIT BRANCH  
DEPARTMENT OF JUSTICE CANADA  
ATT: NADINE GRAVELLE (613-670-6429)  
99 BANK ST 11TH FLOOR  
OTTAWA ON K1A 0H8  
CANADA

All invoices, shipping bills and packing slips must include the number indicated in this box  
Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissances et tous les bordereaux d'accompagnement.

1902459374

Invoices - Original and two copies are to be sent to:  
Factures - Remplir et envoyer l'original et deux copies à :

INTERNAL AUDIT BRANCH  
DEPARTMENT OF JUSTICE CANADA  
ATT: NADINE GRAVELLE (613-670-6429)  
99 BANK ST 11TH FLOOR  
OTTAWA ON K1A 0H8  
CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/593/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/593/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST % %TPS	GST Total Total TPS	Total
	<b>ProServices</b> <b>PART 6 - RESULTING CONTRACT CLAUSES</b>  <b>6.1 Security Requirements</b>  The following security requirements related clauses apply and form part of the Contract.  <b>SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE</b> COMMON-PS-SRCL#2								
Solicitation closes - L'invitation à soumissionner prend fin le At - A 00:00:00	The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.								
On - Le	Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.								
Name and address of Vendor - Nom et adresse du fournisseur <b>PETER CAMERON AND ASSOCIATES INC</b> 3076 BARLOW CRES OTTAWA ON K0A 1T0 CANADA Phone: 613-832-0282	Signature Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)	Date	Telephone No. - N° de téléphone						
Vendor No. - No. du Fournisseur 143277	Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.	Date You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.	Telephone No. - N° de téléphone Return the signed copy forthwith. Prière de retourner immédiatement une copie démonté signée.	The Vendor hereby accepts/acknowledges this contract. Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.	Signature	Title - Titre			



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Vale. limite	GST% %TPS	GST Total Total TPS	Total
	<p>1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening(DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</p> <p>2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.</p> <p>3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</p> <p>4. The Contractor/Offeror must comply with the provisions of the:</p> <ul style="list-style-type: none"> <li>a) Security Requirements Check List and security guide (if applicable)</li> <li>b) Industrial Security Manual (Latest Edition).</li> </ul> <p><b>6.2 Statement of Work</b></p> <p>This Contract is being issued for the requirement of Professional Services of Leadership Development Consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).</p> <p>The work to be performed is detailed under Appendix "A" Statement of Work.</p> <p><b>6.3 Standard Clauses and Conditions</b></p> <p>All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>) issued by Public Works and Government Services Canada.</p> <p><b>6.3.1 General Conditions</b></p> <p>2010B ( 2015-03-09 ), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p><b>6.4 Term of Contract</b></p> <p><b>6.4.1 Period of the Contract</b> The Work is to be performed during the period of Contract award to March 31, 2017.</p> <p><b>6.5 Authorities</b></p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relativement aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days Nº de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p><b>6.5.1 Contracting Authority</b> The Contracting Authority for the Contract is:</p> <p>Sylvain Desbois Contracts Management Officer 284 Wellington Street Ottawa, Ontario K1A 0H8 Telephone : 613-960-4881 E-mail : sylvain.desbois@justice.gc.ca</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p><b>6.5.2 Technical Authority</b> The Technical Authority for the contract is:</p> <p>Inanc Yazar Chief Audit Executive 99 Bank Street, 11th Floor Ottawa, Ontario K1A 0H8 Telephone : 613-670-6434 E-mail : inanc.yazar@justice.gc.ca</p> <p>The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p><b>6.6 Proactive Disclosure of Contracts with Former Public Servants</b></p> <p>By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.</p> <p><b>6.7 Payment</b></p> <p><b>6.7.1 Basis of Payment</b></p>								

s.20(1)(c)



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST % %TPS	GST Total Total TPS	Total
	<p>Payment for the work performed by Mr. Denys Vermette shall be made on the following basis:</p> <p>All inclusive hourly rate: [REDACTED] Up to a maximum of [REDACTED] hours for the period ending March 31, 2016 and up to a maximum of [REDACTED] hours for the period ending March 31, 2017</p> <p>6.8.2 Authorized Travel and Living Expenses Canada will not pay any travel or living expenses associated with performing the Work.</p> <p>6.8.3 Limitation of Expenditure Canada's total liability to the Contractor under the Contract must not exceed \$10,000.00. Customs duties are included and Applicable Taxes are extra.</p> <p>No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <ul style="list-style-type: none"> <li>a. when it is 75 percent committed, or</li> <li>b. four (4) months before the contract expiry date, or</li> <li>c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.</li> </ul> <p>If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p>6.9 Method of Payment</p> <p>6.9.1 : Monthly Payment Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none"> <li>a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;</li> <li>b) all such documents have been verified by Canada;</li> </ul>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
c) the Work performed has been accepted by Canada.  6.9.2 Payment by Direct Deposit  Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract. To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form. The form can also be obtained from the Department of Justice internet site at <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a> .  It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.  6.10 Accounts and Audit  1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract. 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work. 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.									



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Vale. limite	GST% %TPS	GST Total Total TPS	Total
	<p>4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.</p> <p><b>6.11 Time Verification</b></p> <p>Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p><b>6.12 Invoicing Instructions</b></p> <p>a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.</p> <p>b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.</p> <p>c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.</p> <p>d. The Contractor must provide the original and an electronic copy of each invoice to the following address : Nadine Gravelle - Administrative Coordinator 99 Bank Street, 11th Floor - Room 1177c Ottawa, Ontario K1A 0H8</p> <p>Electronic copy to: nadine.gravelle@justice.gc.ca</p> <p>On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.</p> <p><b>6.13 Applicable Laws</b></p> <p>The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario</p> <p><b>6.14 Priority of Documents</b></p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST % %TPS	GST Total Total TPS	Total
	<p>If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <p>(a) the Articles of Agreement;          (b) the general conditions 2010B (2015-03-09) ;          (c) Annex A, Statement of Work;          (d) Supply Arrangement Number E60ZT-120001/593/ZT (the "Supply Arrangement"); and          (e) the Contractor's bid dated October 21, 2015</p> <p><b>6.15 Translation of Documentation</b></p> <p>The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p><b>6.16 Replacement of Specific Individuals</b></p> <p>1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</p> <p>2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <p>(a) the name, qualifications and experience of the proposed replacement; and</p> <p>(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.</p> <p>3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p><b>6.17 Ownership</b></p> <p>1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p><b>6.18 Government of Canada Web Standards</b></p> <p>Use the following clause in all contracts for the acquisition of electronic goods or services that are related to public facing websites, public facing web applications of the Government of Canada, for a department or agency listed in Schedule I, I.1 and II of the Financial Administration Act.</p> <p>The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard of Web Accessibility, the Standard on Web Usability, the Standard on Web Interoperability, and the Standard on Optimizing Websites and Applications for Mobile Devices.</p> <p>In addition, the Work must comply with the standards and guidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available from the department or agency's Web Standards Centre of Expertise</p> <p><b>6.19 Liability</b></p> <p>The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property)</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Vel. limite	GST% %TPS	GST Total Total TPS	Total
	<p>caused as a result of or during the performance of the Contract.</p> <p>6.20 Intellectual Property Infringement and Royalties</p> <p>1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>3. The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none"> <li>(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or</li> <li>(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or</li> <li>(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or</li> <li>(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.</li> </ul> <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the</p>								

s.19(1)



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Vel. limite	GST% %TPS	GST Total Total TPS	Total
00010	<p>Contractor must immediately do one of the following:            (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or            (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or            (c) take back the Work and refund any part of the Contract Price that Canada has already paid.            If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p><b>ANNEX "A": STATEMENT OF WORK</b></p> <p><b>1.0 TITLE</b>            One on One Coaching services for the Chief Audit Executive of the Internal Audit Services</p> <p><b>2.0 OBJECTIVES</b>            Peter Cameron and Associates Inc. commits to assigning an experienced, certified and bilingual coach to provide career management coaching to Inanc Yazar, hereafter referred to as the "client". The client is the Chief Audit Executive for the Department of Justice Canada and is a substantive EX-03 executive.</p> <p><b>3.0 SCOPE</b>            Coaching services will be provided to the client on a "one-on-one" basis through sessions that are suitable to the client's learning style and schedule. Typical sessions will be of 1 to 2 hours durations.</p> <p><b>4.0 TASKS</b>            The tasks will include:            # Career coaching: Career advice and support for further growth &amp; development            # Work on executive portfolio development # linked to GoC Key Leadership Competencies            # Ongoing coaching &amp; advice to the CAE in order to support the success of the Audit Branch</p> <p><b>5.0 MEETINGS</b>            The resource will be required to attend meetings at the Department of Justice at 99 Bank Street, 11th floor, Ottawa, Ontario, K1A 0H8</p> <p>Coaching from [REDACTED] (2015-2016)</p>	2015.11.17	2017.03.31	19024	25.000	200.00	13%	650.00	5,650.00

JUS 9200-11 (07/2006)

Requisition No. - Demande Ord. Off - Bur. demand.	Yr. - An. 19024	Ser. No - N° de série 15
9374		

Page 10 of 11

s.19(1)  
s.20(1)(c)



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
00020	Coaching from [REDACTED] (2016-2017)  Financial Codes Codage financier 0130-15000-15--3750 -4010 ===== The currency of this P.O. is - La devise de ce bon est : CAD	2015.11.17	2017.03.31	19024	[REDACTED]	[REDACTED]	13%	650.00	5,650.00

JUS 9200-11 (07/2006)

Requisition No. - Demande  
Ord. Off - Bur. demand.  
19024 Yr. - An.  
15 Ser. No - N° de série  
9374

Page 11 of 11  
000207



Government of  
Canada

Gouvernement du  
Canada

Supplément Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded

DESBOIS, SYLVAIN  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
PHONE: 613-960-4881  
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:  
Les clauses 1 et 2 ci-dessous font partie du document de :

- Request for proposal  Demande de proposition  
Contract  Contrat  
Amendment  Modification

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimé. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

Accounting Office Code Code du bureau comptable <b>19294</b>	Requisition No. - Demande Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série <b>19294 15 9319</b>	Page 1 of 15
--	--	-----------------

Destination <b>DW-DIR PROJECT SERVICES DEPARTMENT OF JUSTICE CANADA ATT: CATHERINE CHARBONNEAU (613-941- 275 SPARKS ST ROOM 11014 OTTAWA ON K1R 7X9 CANADA)</b>	Consignee at destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-dessus.
--	--

Direct inquiries to: Adresser toutes demandes de renseignements à : <b>DESBOIS, SYLVAIN 613-960-4881</b>
--

All invoices, shipping bills  
and packing slips must  
include the number  
indicated in this box

**1929459319**

Le numéro figurant dans cette case  
doit être indiqué dans toutes les factures,  
tous les connaissances et tous les  
bordereaux d'accompagnement.

Invoices - Original and two copies are to be sent to:  
Factures - Remplir et envoyer l'original et deux copies à :

<b>DW-DIR PROJECT SERVICES DEPARTMENT OF JUSTICE CANADA ATT: CATHERINE CHARBONNEAU (613-941- 275 SPARKS ST ROOM 11014 OTTAWA ON K1R 7X9 CANADA)</b>
---

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/135/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/135/ZT sont incorporées dans les présentes.

Item Article	Description	From - Os Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p><b>REFERENCE: RFP NUMBER 10000191319 ProServices - PART 6 - RESULTING CONTRACT CLAUSES</b></p> <p>The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.</p> <p>The resulting Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.</p>								

Solicitation closes - L'invitation à soumissionner prend fin le  
At - À 00:00:00

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

State point of manufacture/shipping of goods or where service is to be performed.  
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

MAXSYS  
173 DALHOUSIE ST  
OTTAWA ON K1N 7C7  
CANADA  
Phone: 613-562-9943

Vendor No.- No du Fournisseur

118430

JUS 9200-11 (07/2006)

Fax No.- No. de Télécopie

613-241-6742

The fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)  
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.  
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

**DAVID JAKOB**  
Signature

**John**  
Date

**Nov. 25, 2015**

Signature

Date

Telephone No. - N° de téléphone

Total Estimated Cost  
Coût global estimatif  
**\$ 11,300.00**

Your offer is accepted to the extent specified herein.  
Votre offre est acceptée aux conditions exposées dans les présentes.

You are requested to supply as indicated herein.  
Nous vous demandons de fournir ce qui est précisé dans les présentes.

Return the signed copy forthwith.  
Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract.  
Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

Signature

Title - Titre

000208

s.19(1)

ment of  
Gouvernement du  
Canada

LAVAL  
PITAL REGION  
APITALE NATIONALE  
TON ST  
K1A 0H8  
  
960-4881

**Supply Arrangement/Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Date of solicitation - Date de l'invitation à soumissionner		Arranging Office Code Code du bureau compris	Request No. - Demande Ord. No. - Num. de dossier Yr. - Ann. Ser. No. - N° de série	Page 1
Clauses (1) and (2) below will form part of this Les clauses 1 et 2 ci-dessous font partie du document ci- Demand for proposal Request for proposal X Contract Appendix Appendices		19294	19294 15 9319	Inspection Agency - Consignee at destination unless specified herein.
		Destination DW-DIR PROJECT SERVICES DEPARTMENT OF JUSTICE CANADA ATT: CATHERINE CHARBONNEAU (613-941- 275 SPARKS ST ROOM 11014 OTTAWA ON K1R 7X9 CANADA		Direct inquiries to Address toutes des questions au 613-941-1513
<p>If tender by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs taxes and Service Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit the total estimated cost. Prices include packing, packaging and are F.O.B. including all delivery related duties/municipal taxes are not applicable for provincial taxes, see the Supply Arrangement.</p> <p>Entre dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les taxes et la taxe d'accises pertinentes comprises. La taxe sur les produits et services (TPS) n'est pas comprise TPS applicable aux prix unitaires est en sus. Le TPS est comprises dans le coût total estimé. Les prix d'emballage et de conditionnement et sont FOB (y compris tous les droits de livraison) mais les taxes municipales ne s'appliquent pas. Pour les taxes provinciales, voir l'approvisionnement.</p>		All invoices, shipping bills and packing slips must include the number indicated in this box.	Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les documents et tous les bordereaux d'accompagnement.	Invoice - Original and two copies due to be sent to: Facture - Remplir et envoyer l'original et deux copies à :
		1929459319		DW-DIR PROJECT SERVICES DEPARTMENT OF JUSTICE CANADA ATT: CATHERINE CHARBONNEAU (613-941- 275 SPARKS ST ROOM 11014 OTTAWA ON K1R 7X9 CANADA
Arrangement No./No. de la modification		Previous Value - Valeur précédente		
Inv./Date - Inv./Date		Adjusted Value - Montant Révisé		

the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.  
le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

are set out in SSC Supply Arrangement Serial No. E802T-120001/135/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.  
dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et le Gouvernement, représenté par le Ministre de Travaux Publics et Services Gouvernementaux Canada, as portant le numéro de série E802T-120001/135/ZT  
les présentes.

Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Vat. Limit Taux/Vat. Limite	GST% %TPS	GST Total Total TPS
ENCL: RFP NUMBER 10000191319 rvices - PART 6 - RESULTING CONTRACT CLAUSES							

ollowing clauses and conditions apply to and form part of any  
act resulting from the bid solicitation.

resulting Contract is not to be used for deliveries within a  
shensive Land Claims Settlement Area (CLCSA). All  
ments for delivery within a CLCSA are to be processed  
dually.

ation à soumissionner prend fin

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies  
and/or services listed herein and on any attached sheet(s) to the price(s) set out thereon. Responses to a request for proposal by a potential supplier will be  
considered as an offer to sell.

Stade point d'manufacture/lieu d'achat ou vente service le si  
indiquer le lieu de fabrication ou d'expédition des biens, sauf si autre  
services doivent être rendus.

Name and address of the vendor

Le fournisseur offre et convient de vendre au Ministre, aux conditions établies dans les présentes et dans les documents ci-joint, les biens ou services, ou les  
deux, énumérés dans les présentes et dans toute autre aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un  
fournisseur devront servir comme des offres de vente.

F.O.B. Point - Point FAS - Destination  
Porter à Section 32(1) of the Financial Administration Act, Rég  
On vertu de l'article 32(1) de la loi sur la gestion des finances pub  
sont disponibles

IE ST  
K1N 7C7

Name and title of person authorized to sign on behalf of Vendor (Type or print)  
Nom et titre de la personne autorisée à signer au nom du fournisseur (les lettres manuscrites)

DAVID JAKOB  
Signature

562-9943

Your offer is accepted to the  
extent specified herein.  
Votre offre est acceptée sur  
conditions exposées dans les  
présentes.

You are requested to supply  
as indicated herein.  
Nous vous demandons de  
fournir ce qui est précisé  
dans les présentes.

Please sign the copy furnished.  
Priez de signer immédiatement  
une copie délivrée signée.

The Vendor hereby accepts/accepte/accepte les termes  
Le fournisseur reconnaît que les termes sont à notre connaissance du présent contrat et qu'il les

Fax No. - No. de Télécopie  
613-241-6742

Nov 26, 2015  
613-562-9943

Telephone No. - N° de téléphone

Total Estimated Cost  
Coût global estimé  
\$ 11,300.00

Title -

18  
000209



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% % TPS	GST Total Total TPS	Total
	<p><b>6.1 Security Requirements</b></p> <p>The following security requirements related clauses apply and form part of the Contract.</p> <p><b>SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19</b></p> <ol style="list-style-type: none"><li>1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</li><li>2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY as required, granted or approved by CISD/PWGSC.</li><li>3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.</li><li>4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</li><li>5. The Contractor/Offeror must comply with the provisions of the:<ol style="list-style-type: none"><li>a. Security Requirements Check List and security guide (if applicable), attached at Annex B;</li><li>b. Industrial Security Manual (Latest Edition).</li></ol></li></ol> <p><b>6.2 Statement of Work</b></p> <p>This bid solicitation is being issued for the requirement of Professional Services ERP Programmer Analyst for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Appendix "A" Statement of Work.</p> <p><b>6.3 Standard Clauses and Conditions</b></p> <p>All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>) issued by Public Works and Government Services Canada.</p> <p><b>6.3.1 General Conditions</b> 2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p><b>6.4 Term of Contract</b></p>								



Government of  
Canada

Gouvernement du  
Canada

**Supplément Arrangement Sollicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p><b>6.4.1 Period of the Contract</b> The Work is to be performed during the period of Contract award to March 31, 2016.</p> <p><b>6.4.2 Option to Extend the Contract</b> The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional 6 months periods under the same terms and conditions. The two (2) additional options periods are as follows:</p> <p>Option 1: April 1, 2016 to September 30, 2016 Option 2: October 1, 2016 to March 31, 2017</p> <p>A. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment. B. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.</p> <p><b>6.5 Authorities</b></p> <p><b>6.5.1 Contracting Authority</b> The Contracting Authority for the Contract is:</p> <p>Sylvain Desbois Contracts Management Officer 284 Wellington Street Ottawa, Ontario K1A 0H8 Telephone : 613-960-4881 E-mail : sylvain.desbois@justice.gc.ca</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p><b>6.5.2 Technical Authority</b> The Technical Authority for the contract is:</p> <p>Gilles Blier Programmer Analyst, App/Dev 275 Sparks Street - SAT-11061 Ottawa, Ontario K1A 0H8 Telephone : 613-325-3954</p>								

s.19(1)



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>E-mail : gilles.blier@justice.gc.ca</p> <p>The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project/Technical Authority; however the Project/Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p><b>6.5.3 Contractor's Representative</b></p> <p>MaxSys Staffing &amp; Consulting Tel: 613-562-9943 Email: [REDACTED]@maxsys.ca</p> <p><b>6.6 Proactive Disclosure of Contracts with Former Public Servants</b></p> <p>By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.</p> <p><b>6.7 Payment</b></p> <p><b>6.7.1 Basis of Payment</b> The Contractor will be paid in accordance with the firm hourly rate for work and services performed pursuant to this Contract, as per Annex "B" Basis of Payment.</p> <p>Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.</p> <p><b>6.7.2 Authorized travel and Living Expenses</b> Canada will not pay any travel or living expenses associated with performing the Work.</p> <p><b>6.7.3 Limitation of Expenditure</b> Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page</p>								



Government of  
Canada

Gouvernement du  
Canada

Supplément Arrangement Sollicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Vat. limite	GST% % TPS	GST Total Total TPS	Total
	<p>one of the Contract, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.</p> <p>No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <ul style="list-style-type: none"> <li>a) when it is 75 percent committed, or</li> <li>b) four (4) months before the contract expiry date, or</li> <li>c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.</li> </ul> <p>If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p><b>6.8 Method of Payment.</b></p> <p><b>6.8.1 : Monthly Payment</b> Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none"> <li>a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;</li> <li>b) all such documents have been verified by Canada;</li> <li>c) the Work performed has been accepted by Canada.</li> </ul> <p><b>6.8.2 Payment by Direct Deposit</b> Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract. To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a>.</p>								



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p><b>6.9 Time Verification</b> Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p><b>6.10 Invoicing Instructions</b></p> <p>a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.</p> <p>b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.</p> <p>c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.</p> <p>d. The Contractor must provide the original and an electronic copy of each invoice to the following address :</p> <p>Catherine Charbonneau - Project Officer 275 Sparks Street - SAT1074 Ottawa, Ontario K1A 0H8</p> <p>Electronic copy to: admin.services-isb@justice.gc.ca</p> <p>On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.</p> <p><b>6.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices</b></p> <p>(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p>								



Government of  
Canada

Gouvernement du  
Canada

Supp. Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataires	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST % % TPS	GST Total Total TPS	Total
	<p>(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.</p> <p><b>6.12 Certifications Compliance</b> The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.</p> <p><b>6.13 Applicable Laws</b> The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.</p> <p><b>6.14 Priority of Documents</b> If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <ul style="list-style-type: none"> <li>(a) the Articles of Agreement;</li> <li>(b) the general conditions 2010B (2015-03-09) ;</li> <li>(d) Annex A, Statement of Work;</li> <li>(e) Annex B, Basis of Payment</li> <li>(f) Annex C, Security Requirements Check List ( refer to RFP );</li> <li>(g) Supply Arrangement Number E60ZT-120001/135/ZT (the "Supply Arrangement"); and</li> <li>(h) the Contractor's bid dated November 12, 2015.</li> </ul> <p><b>6.15 Translation of Documentation</b> The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p><b>6.16 Replacement of Specific Individuals</b> 1. If specific individuals are identified in the Contract to</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days Nº de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</p> <p>2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <p>(a) the name, qualifications and experience of the proposed replacement; and</p> <p>(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.</p> <p>3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract</p> <p><b>6.17 Ownership</b></p> <p>1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p><b>6.18 Limitation of Liability - Information management/Information Technology</b></p>								



Government of  
Canada

Gouvernement du  
Canada

Suppl. Arrangement/Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.</p> <p>b. First Party Liability:</p> <p>i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:</p> <p>A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";</p> <p>B. physical injury, including death.</p> <p>ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.</p> <p>iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.</p> <p>iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.</p> <p>v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:</p> <p>A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and</p> <p>B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days Nº de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>instrument).</p> <p>vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.</p> <p>vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.</p> <p>c. Third Party Claims:</p> <p>i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.</p> <p>ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.</p> <p>iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.</p> <p>6.19 Intellectual Property Infringement and Royalties</p> <p>1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada,</p>								



Government of  
Canada

Gouvernement du  
Canada

Supplément Arrangement Sollicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Vai. limite	GST% %TPS	GST Total Total TPS	Total
	<p>according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>3. The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none"> <li>(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or</li> <li>(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or</li> <li>(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or</li> <li>(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.</li> </ul> <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:</p> <ul style="list-style-type: none"> <li>(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or</li> <li>(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or</li> <li>(c) take back the Work and refund any part of the Contract Price that Canada has already paid.</li> </ul> <p>If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever</p>								



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p><b>ANNEX "A" : STATEMENT OF WORK</b></p> <p><b>1. TITLE</b> Department of Justice (Justice) - Level 3 ( Senior ) ERP Programmer Analyst in ABAP</p> <p><b>2. OBJECTIVE</b> Justice is seeking a Level 3 ERP Programmer Analysts who is required to scope, plan, design, write, implement and maintain Advanced Business Application Programming (ABAP) programs that support both new and existing functionality. ABAP is a programming language for developing applications for the SAP Application.</p> <p>The objective of the contract is to secure experienced consultants that are fully versed in the use of ABAP Programming in an IFMS/SAP environment in order to successfully execute the project objectives and/or operational requirements. The ERP Programmer Analyst will provide expert advice, leadership, coaching and support to the functional and technical IFMS teams, as well as other technical teams implicated in system integration between Justice applications and SAP solutions, as required.</p> <p><b>3. BACKGROUND</b> Justice is a member of the Government of Canada SAP Cluster group and has initiated multiple initiatives necessary to clarify processes, establish standards and become more efficient throughout the Department.</p> <p>Justice is required to backfill the current FTE Abap. This FTE resource will be training and mentoring the S/P Security resource. This Abap requirement is to work on Client requirements in support of the SAP IFMS System at Justice.</p> <p><b>4. REQUIREMENT DESCRIPTION</b> Tasks are centered around the maintenance of SAP based on specifications and requirements according to Justice Canada standards and guidelines.</p> <p><b>4.1 SCOPE</b> Justice Enterprise Applications has the need for an ERP Programmer Analyst to assist the current team with the ongoing maintenance and support of SAP. The resource will work directly with the maintenance team providing expertise in SAP and specifically ABAP development and support.</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supplément Arrangement Sollicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Vel. limite	GST % %TPS	GST Total Total TPS	Total
	<p><b>4.2 TASKS, ACTIVITIES, AND DELIVERABLES</b></p> <p>The Contractor will undertake the following:</p> <ul style="list-style-type: none"> <li>oWork with functional and technical teams to design, develop and test functionality in the IFMS system and related modules.</li> <li>oRepair or enhance existing IFMS custom development programs that may be impacted by operational requirements or projects underway or may require enhancement including the following:</li> </ul> <ol style="list-style-type: none"> <li>1. Special Purpose Ledger (SPL) Roll-ups</li> <li>2. PAYE/RAYE - Programs</li> <li>3. Automated Carry Forward Programs</li> <li>4. Reconciliation Tools</li> <li>5. Interfaces to GC Central systems</li> <li>6. Interfaces to Reporting Solutions</li> </ol> <ul style="list-style-type: none"> <li>-Evaluate change requests and enhancement requests and provide resource requirement estimates;</li> <li>-Debug new and existing functionality to determine the cause and resolution of identified errors;</li> <li>-Provide problem resolution assistance and support to IFMS Functional Analysts and IFMS Technical Analysts, as well as to other integrated system support analysts, as required.</li> <li>-Develop and document all Requests for Change, custom development programs and forms</li> <li>-Perform business analysis of functional and data requirements associated with interfaces and associated programs.</li> <li>-Define and document interfaces of manual and automated to automated operations within application subsystems and between new and existing systems.</li> <li>-Participate in working group sessions to determine detailed requirements and options surrounding interfaces and related reports and reconciliation processes.</li> <li>-Provide input to and assistance for the preparation of regular status reports regarding Project Team activities and deliverables, updates to the project plan(s), as required by the project manager.</li> <li>-Provide expert advice, support and knowledge transfer to the other members of the project team and to the IFMS Functional and technical support teams, as well as other integrated system support teams, as required.</li> </ul> <p><b>4.3. METHOD AND SOURCE OF ACCEPTANCE</b></p> <p>All deliverables and services rendered under any contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.</p> <p><b>4.4 REPORTING REQUIREMENTS</b></p> <p>The Contractor will</p> <ul style="list-style-type: none"> <li>o Provide weekly Progress Reports identifying work completed and</li> </ul>								
	JUS 9200-11 (07/2006)								

Requisition No. - Demande	Ord. Off - Bur. demand.	Yr. - An.	Ser. No - N° de série
	19294	15	9319

Page 13 of 15



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Vale. limite	GST% %TPS	GST Total Total TPS	Total
	<p>work planned for completion.</p> <ul style="list-style-type: none"> <li>o Attend Progress Review Meetings.</li> <li>o When required make presentations to staff and stakeholders.</li> </ul> <p>All reports to be provided in either Microsoft Office applications or .pdf, as directed by the Project Authority.</p> <p><b>4.5 LOCATION OF WORK, WORK SITE AND DELIVERY POINT</b>          Department of Justice          284 Wellington Street          Ottawa, Ontario</p> <p><b>4.6. LANGUAGE REQUIREMENTS</b>          The working languages are either English or French, all documents to be prepared in English.</p> <p><b>4.7. JUSTICE OBLIGATIONS</b>          Justice will provide the Contractor with access to the following for the purposes of completing the work requirements of the contract. It is to be understood that all accesses and privileges, products and services shall be ended or revoked upon contract termination.</p> <ul style="list-style-type: none"> <li>o Accounts on computer network and electronic mail system;</li> <li>o Workstation;</li> <li>o Access to printer, fax machine, and photocopier;</li> <li>o ID card allowing access to building and floor;</li> <li>o Reference materials, as needed.</li> </ul> <p><b>ANNEX B : BASIS OF PAYMENT</b></p> <p><b>1. PROFESSIONAL SERVICES</b></p> <p>The Contractor will be paid the following firm all-inclusive per diem rate in Canadian funds, for work performed under this Contract, in accordance with Annex A : Statement of work, during the Contract period. Applicable Taxes are extra.</p> <p>Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave.</p> <p>Time worked ("Days worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula: (Hours worked x applicable firm per diem rate) ÷ 7.5 hours</p> <p>-The Contractor's resource must be available to work outside standard working hours during the duration of the Contract.          -No overtime charges will be authorized under this Contract.</p>								

s.19(1)  
s.20(1)(c)



**Government of  
Canada**

Gouvernement du  
Canada

**Sup., Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Vel. limite	GST% %TPS	GST Total Total TPS	Total
	<p>1.1 : Stream / Resource Category / Level Stream 1 / 1.3 ERP Program Analyst / Level 3</p> <p>1.2 Consultant Name: [REDACTED]</p> <p>2.0 Basis of Payment The contractor will be paid up to a maximum \$10,000.00 (Applicable Taxes are extra).</p> <p>2.1 Initial contract period: November 25, 2015 to March 31, 2016 Firm All-Inclusive Per Diem Rate: Estimated Level of Effort: up to [REDACTED] days</p> <p>2.2 Option Period 1: April 1, 2016 to September 30, 2016 Firm All-Inclusive Per Diem Rate: Estimated Level of Effort: up to [REDACTED] days</p> <p>2.3 Option Period 2: October 1, 2016 to March 31, 2017 Firm All-Inclusive Per Diem Rate: Estimated Level of Effort: up to [REDACTED] days.</p>								
00010	SAP L3 ERP Prog. Analyst - [REDACTED]	2015.11.25	2016.03.31	19294	[REDACTED]	[REDACTED]	13%	1,300.00	11,300.00

s.19(1)



Government of  
Canada

Gouvernement du  
Canada

From - De

**DESEBOIS, SYLVAIN**  
NATIONAL CAPITAL REGION  
REGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1R 0H6  
CANADA

PHONE: 613-960-4881  
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is added as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. including all delivery charges destination specified herein, except where otherwise indicated. See provincial taxes, see the Supply Arrangement.

A moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix doivent être en francs canadiens, les droits de douane canadiens et la taxe d'accise partent compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix indiqués. La TPS applicable aux prix unitaires est sur eux. Le TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont F.A.B. (y compris toutes les taxes de livraison aux destinations indiquées dans les présentes). Les taxes provinciales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice, Canada and any other person authorized to act on the Minister's behalf.  
Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SCC Supply Arrangement Serial No E60ZT-120001/135/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et le Gouvernement, représenté par le Ministère des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/135/ZT sont incorporées dans les présentes.

Item Article	Description	From - De V-A, M-D-J	To - À V-A, M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Vat. (limite)	GST % %TPS	GST Total Total TPS	Total
	<p><b>The following line items shown in bold are new or changed.</b>  <b>Les articles en caractères gras sont les articles modifiés.</b>  <b>AMENDMENT 001:</b></p> <p>The purpose of this amendment is to add a second resource to the contract and exercise the option 1 period extending the contract until September 30, 2016.</p> <p>In order to do so,</p> <p>Solicitation closes - L'invitation à soumissionner prend fin le At - A 06:00:00</p> <p>On - Le</p> <p>Name and address of Vendor - Nom et adresse du fournisseur <b>MAXSYS</b> 173 DALHOUSIE ST OTTAWA ON K1N 7C7 CANADA Phone: 613-562-9943</p> <p>Vendor No. - No. du Fournisseur 118430</p> <p>Fax No. - No. de Télécopie 613-241-6742</p> <p>JUS 9200-11 (07/2005)</p>								
	<p>The Vendor agrees and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments thereto, the supplies and/or services listed herein and on any attached sheets of the proposal not set forth thereon. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.</p> <p>Le Fournisseur offre et convient de vendre au Ministre, sur conditions stipulées dans les présentes et dans les documents joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute autre pièce des présentes, sauf aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.</p> <p>Name and title of person authorized to sign on behalf of Vendor type or print Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres majuscules)</p>								
	<p>Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.</p> <p>You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.</p> <p>Return the signed copy forthwith. Préparez de renvoyer immédiatement une copie signée.</p>								
	<p>Feb 25, 2016</p> <p>Date</p> <p>Telephone No. - N° de téléphone 613-862-9943</p>								
	<p>Total Estimated Cost: Coût global estimatif \$ 16,950.00</p> <p>MARS AREPLD Signature Date Feb 25, 2016</p>								
	<p>Statement of present costs: Déclaration des coûts actuels: [Redacted]</p>								

s.19(1)

Government of  
Canada Gouvernement du  
Canada Supply Arrangement Sollicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Vat. Limit Taux/Vel. limite	GST % %TPS	GST Total Total TPS	Total
	<p><b>6.4 Term of Contract</b></p> <p>DELETE Sub-section 6.4.1 &amp; 6.4.2, in its entirety REPLACE with:</p> <p><b>6.4.1 Period of the Contract</b> The Work is to be performed during the period of Contract award to September 30, 2016.</p> <p><b>6.4.2 Option to Extend the Contract</b> The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional 6 months period under the same terms and conditions. The one (1) remaining additional option period is as follows: Option 2: October 1, 2016 to March 31, 2017</p> <p>A. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.</p> <p>B. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.</p> <p>AND</p> <p><b>ANNEX B: BASIS OF PAYMENT</b></p> <p>DELETE Sub-section 1.2, in its entirety REPLACE WITH:</p> <p><b>1.2 Consultant Names</b> Consultant 1 : [REDACTED] Consultant 2 : [REDACTED]</p> <p>AND</p> <p><b>ANNEX B: BASIS OF PAYMENT</b></p> <p>DELETE Sub-section 2.0 Basis of Payment, in its entirety REPLACE WITH :</p> <p><b>2.0 Basis of Payment</b></p> <p>The contractor resource 1 will be paid up to a maximum \$2,000.00 ( Applicable Taxes are extra ) until March 31, 2016.</p> <p>The contractor resource 2 will be paid up to a maximum \$13,000.00 ( Applicable Taxes are extra ) until March 31, 2016.</p>								

JUS 9226-11 (07/2006)

Requester No. - Demande  
Ord. Off - Bur. demand. Yr. - An. Ser. No. - N° de série  
19294 15 9319

Page 2 of 3



Government of  
Canada

Gouvernement du  
Canada

s.19(1)  
s.20(1)(c)

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Mat. Limit Taux/Vit. limite	GST % %TPS	GST Total Total TPS	Total						
	<p>AND</p> <p><b>ANNEEX B: BASIS OF PAYMENT</b></p> <p>DELETE Sub-section 2.1, 2.2 and 2.3 in its entirety REPLACE with :</p> <p>2.1 Initial contract period: November 25, 2015 to March 31, 2016 Firm All-Inclusive Per Diem Rate: Estimated Level of Effort: up to [redacted] days</p> <p>2.2 Option Period 1: April 1, 2016 to September 30, 2016 Firm All-Inclusive Per Diem Rate: Estimated Level of Effort: up to [redacted] days</p> <p>2.3 Option Period 2: October 1, 2016 to March 31, 2017 Firm All-Inclusive Per Diem Rate: Estimated Level of Effort: up to [redacted] days</p> <p><b>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</b></p> <p><b>END OF AMENDMENT 001</b></p>														
00010	SAP L3 ERP P.A. - [redacted] ***Description changed*** ***PO quantity changed*** ***Schedule time changed***	2015.11.25	2016.09.30	19294	[redacted]	[redacted]	13%	260.00	2,260.00						
00020	SAP L3 ERP P.A. - [redacted] - 502199 ***Schedule time changed*** ***New Item***	2015.11.25	2016.09.30	19294	[redacted]	[redacted]	13%	650.00	5,650.00						
00030	SAP L3 ERP P.A. - [redacted] - 501834 ***Schedule time changed*** ***New Item***	2015.11.25	2016.09.30	19294	[redacted]	[redacted]	13%	1,040.00	9,040.00						
	<p>Financial Codes Codage financier</p> <table> <tr> <td>0130-18062-15-501834-3720 -4080</td> <td>Amount Montant</td> </tr> <tr> <td>0130-18058-15-502199-3720 -4080</td> <td>10,000.00</td> </tr> <tr> <td>=====</td> <td>5,000.00</td> </tr> </table> <p>The currency of this P.O. is ... La devise de ce bon est :.. CAD ..</p>	0130-18062-15-501834-3720 -4080	Amount Montant	0130-18058-15-502199-3720 -4080	10,000.00	=====	5,000.00								
0130-18062-15-501834-3720 -4080	Amount Montant														
0130-18058-15-502199-3720 -4080	10,000.00														
=====	5,000.00														

JUS 9200-11 (07/2008)

Requisition No. - Demande  
Ord. Off - Sur. demand. Yr. - Ann. Ser. No - N° de série  
19294 15 9319

Page 3 of 3

s.19(1)



Government of  
Canada

Gouvernement du  
Canada



Government of  
Canada

Gouvernement du  
Canada

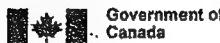
Supply Arrangement Sollicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-AMD-J	To - À Y-AMD-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.</p> <p><b>6.1 Security Requirements</b></p> <p>The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract. SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL# 9</p> <ol style="list-style-type: none"><li>1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of RELIABILITY, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</li><li>2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY as required, granted or approved by CISD/PWGSC.</li><li>3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.</li><li>4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</li><li>5. The Contractor/Offeror must comply with the provisions of the:<ol style="list-style-type: none"><li>a. Security Requirements Check List and security guide (if applicable), attached at Annex B;</li><li>b. Industrial Security Manual (Latest Edition).</li></ol></li></ol> <p><b>6.2 Statement of Work</b></p> <p>The work to be performed is detailed under Annex "A" Statement of Work.</p> <p><b>6.3 Standard Clauses and Conditions</b></p> <p>All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>) issued by Public Works and Government Services Canada.</p> <p><b>6.3.1 General Conditions</b> 2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p><b>6.4 Term of Contract</b></p> <p><b>6.4.1 Period of the Contract</b></p>								

JUS 9200-11 (07/2008)

Requisition No. - Demande  
Ord. Off - Bur. demand.  
19279  
Yr. - Ann.  
15  
Ser. No - N° de série  
9565

Page 2 of 16



Gouvernement du  
Canada

s.19(1)

Supply Arrangement/Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Nom Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>The Work is to be performed during the period of Contract award to March 31, 2016.</p> <p><b>6.5 Authorities</b></p> <p><b>6.5.1 Contracting Authority</b> The Contracting Authority for the Contract is: Contact Name: Garvin Suepaul Title: Contracts Management Officer Telephone: 613-960-4922 E-mail address: garvin.suepaul@justice.gc.ca</p> <p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p><b>6.5.2 Project/Technical Authority</b> The Project/Technical Authority for the Contract is: Contact Name: Tracie Noftle Title: Director General, Communications Branch Company: Department of Justice Canada Address: 284 Wellington Street, EMB 3rd Floor 3-4307, Ottawa, ON, K1A 0H8 Telephone: 613-957-9596 E-mail address: tracie.noftle@justice.gc.ca</p> <p>The Project/Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project/Technical Authority; however the Project/Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p><b>6.5.3 Contractor's Representative</b> Contact Name: [REDACTED] Title: [REDACTED] Company: The AIM Group Inc. Address: 126-130 Albert Street, Ottawa, ON, K1P 5G4 Telephone: 613-230-6991 [REDACTED] Facsimile: 613-230-7183 E-mail address: [REDACTED]@theaimgroup.ca</p> <p><b>6.6 Proactive Disclosure of Contracts with Former Public Servants</b></p>								

JUS 5200-11 (07/2008)

Requisition No. - Demande  
Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série  
19279 15 9565

Page 3 of 16



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limite Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p><b>6.8 Method of Payment</b></p> <p><b>6.8.1 Monthly Payment</b> Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none"><li>a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;</li><li>b) all such documents have been verified by Canada;</li><li>c) the work performed has been accepted by Canada.</li></ul> <p><b>6.8.2 Payment by Direct Deposit</b> Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract. To complete or amend a direct deposit registration, the Contractor must complete and submit to the Technical Authority the Recipient Electronic Payment Registration Request Form. The form can be obtained from the Department of Justice internet site at <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a>.</p> <p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p><b>6.9 Time Verification</b></p> <p>Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p><b>6.10 Invoicing Instructions</b></p> <p>a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.</p>								

JUS 9200-11 (07/2008)

Requisition No. - Demande  
Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série  
19279 15 9565

Page 5 of 16



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Sollicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-AMD-J	To - À Y-AMD-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Mtl. Limit Taux/Mtl. limite	GST% GSTPS	GST Total Total TPS	Total
	<p>Claims cannot be submitted until all work identified in the claim is completed.</p> <p>b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.</p> <p>c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.</p> <p>d. The Contractor must provide the original and an electronic copy of each invoice to the following address:</p> <p>Department of Justice Canada Communications Branch 284 Wellington Street, EMB 3332 Ottawa, Ontario K1A 0H8 Attention: Odette Charette Electronic copy to: Odette.Charette@justice.gc.ca Telephone: 613-866-1283</p> <p>On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.</p> <p>6.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices</p> <p>(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p> <p>(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.</p> <p>6.12 Certifications Compliance</p> <p>The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply</p>								

JUS 9200-11 (07/2008)

Requisition No. - Demande  
Ord. Off - Bus. demand. Yr. - An. Ser. No - N° de série  
19279 15 9565

Page 6 of 16



Government of  
Canada

Supply Arrangement Sollicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Net Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.</p> <p><b>6.13 Applicable Laws</b></p> <p>The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.</p> <p><b>6.14 Priority of Documents</b></p> <p>If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <p>(a) the Articles of Agreement;</p> <p>(b) the general conditions 2010B (2015-03-09);</p> <p>(c) Annex "A" Statement of Work;</p> <p>(d) Annex "B" Basis of Payment;</p> <p>(e) Supply Arrangement Number E60ZT-120001/292/ZT (the "Supply Arrangement"); and</p> <p>(f) the Contractor's Proposal dated November 17, 2015.</p> <p><b>6.15 Translation of Documentation</b></p> <p>The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p><b>6.16 Replacement of Specific Individuals</b></p> <p>1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</p> <p>2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the</p>								

JUS 9200-11 [07/2006]

Requisition No. - Demande  
Ord. Off - Buc. demand. 19279  
Yr. - An. 15  
Ser. No - N° de série 9565

Page 7 of 16



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Sollicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Val. Limit Taux/Val. limite	GST% 16TPS	GST Total Total TPS	Total
	<p>reason for replacing the individual and provide:</p> <p>(a) the name, qualifications and experience of the proposed replacement; and</p> <p>(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.</p> <p>3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract</p> <p><b>6.17 Ownership</b></p> <p>1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p> <p>2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p><b>6.18 Limitation of Liability - Information management / Information Technology</b></p> <p>a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the</p>								



Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A MDJ	To - À Y-A MDJ	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. Limite	GST% % TPS	GST Total Total TPS	Total
	<p>claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.</p> <p>b. First Party Liability:</p> <p>i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:</p> <ul style="list-style-type: none"> <li>A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";</li> <li>B. physical injury, including death.</li> </ul> <p>ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.</p> <p>iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.</p> <p>iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.</p> <p>v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:</p> <ul style="list-style-type: none"> <li>A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and</li> <li>B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell </li></ul>								

JUS 9200-11 (07/2008)

Ord. Off - Bur. demander,	Yr. - An.	Ref. No - N° de série
19279	15	9565

Page 9 of 16



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val Limit Taux/Vale. limite	GST% %TPS	GST Total Total TPS	Total
	<p>titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument).</p> <p>vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.</p> <p>vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.</p> <p>c. Third Party Claims:</p> <p>i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.</p> <p>ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.</p> <p>iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.</p> <p>6.19 Intellectual Property Infringement and Royalties</p>								



Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-AMD-J	To - À Y-AMD-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Vat. Limit Taxes/Vat. Limite	GST% %TPS	GST Total Total TPS	Total
	<p>1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p> <p>3. The Contractor has no obligation regarding claims that were only made because:</p> <ul style="list-style-type: none"> <li>(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or</li> <li>(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or</li> <li>(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or</li> <li>(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.</li> </ul> <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the</p>								



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Sollicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - Du Y-AMD-J	To - À Y-AMD-J	Consignes Code Code consignatoire	No. of Days N° de jours	Fees Val. Limit TauxVal. limite	GST% %TPS	GST Total Total TPS	Total
	<p>Contractor must immediately do one of the following:</p> <p>(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or</p> <p>(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or</p> <p>(c) take back the Work and refund any part of the Contract Price that Canada has already paid.</p> <p>If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p> <p><b>ANNEX "A" STATEMENT OF WORK</b></p> <p><b>1. Project Title</b></p> <p>Research, Cost-Benefit Analysis and Recommendation Way Ahead of Digital Signage at Justice Canada Head Quarters (HQ)</p> <p><b>2. Project Objective</b></p> <p>Reporting to the Manager of Corporate and Internal Communications, the Contractor will outline options to maximize digital signage (Info Screens) at Justice Headquarters as a key communications vehicle that supports the Department of Justice and the government's commitment to digital communications approaches, keeping employees informed of news and events.</p> <p><b>3. Background Statement</b></p> <p>Since 2011, three television "info screens" have been operating in the reception area of the Deputy Minister's Office (DMO) and entrance areas at Justice Headquarters in Ottawa (East Memorial Building and St Andrew's Tower). The screens and their operating system, AMX-Inspire Signage Xpress, were purchased and managed by the Management Sector as a means to inform HQ employees of building-related notices. Communications Branch (CB) assumed responsibility of the screens shortly after their purchase to expand their use to draw awareness to important news and events related to departmental /government priorities, and to reinforce messages conveyed through other corporate channels.</p> <p>The television screens are reaching the end of their lifecycle. Both the software and hardware are also not currently supported by Shared Services or the Information Solutions Branch. At this</p>								

JUS 9200-11 (07/2008)

Requisition No. - Demande  
Ord. Off - Ord. demand. Yr - An. Ser. No - N° de série  
19279 15 9565

Page 12 of 16



Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees A/Vsl. Limit Taux/Vsl. limite	GST% %TPS	GST Total Total TPS	Total
	<p>juncture, it is prudent to review some options on how to maximize the impact and reach of the Info Screens to better reflect today's digital workplace and support digital approaches to communications.</p> <p>4. Requirement Description</p> <p>4.1. Scope of Work</p> <p>The Contractor will perform a cost-benefit analysis and evidence-based research on info-screen software/hardware solutions as well as touchscreen and other relevant technologies available to Justice Canada. The Contractor will also research the security, accommodations, IT and Shared Services implications of these solutions in order to provide an informed recommendation on viable, affordable and sustainable technologies that can replace the current outdated Info Screens, providing increased awareness and communication impact associated with it.</p> <p>To accomplish the Objective, the Contractor will:</p> <ul style="list-style-type: none"><li>- Compare Justice Canada options against best-practice use of Info Screens across the Government of Canada;</li><li>- Research leading edge technology options for Info Screens;</li><li>- Identify Resource, Human and Technical, requirements for NCR-HQ deployment;</li><li>- Provide detailed cost-benefit analysis of proposed options; and</li><li>- Provide recommendation of best option(s).</li></ul> <p>4.2. Tasks, Deliverables and Estimated Timelines</p> <p>The Contractor will perform the following tasks and provide the three deliverables as listed below:</p> <p>Deliverable 1: Research*</p> <ul style="list-style-type: none"><li>- A scan of Info Screen software/hardware solutions based on Other Government Departments of comparable size, operating milieus;</li><li>- Research on leading edge technologies including options for touch screens;</li><li>- Research on security, accommodations, IT and Shared Services implications for recommended option(s).</li></ul> <p>Tasks associated with Deliverable 1:</p> <ul style="list-style-type: none"><li>- Meeting with Justice Canada's employees to determine how Justice Canada wants to incorporate Info Screens into their communication objectives;</li><li>- Face-to-Face meetings with various Department Corporate Communications, IT, accommodations, security personnel who use Info Screens to determine best practice and lessons learned;</li></ul>								

JUS 9200-11 (07/2006)

Requisition No. - Demande		
Ord. Off - Sur. demand.	Yr. - An.	Ser. No - N° de série
19279	15	9565

Page 13 of 16



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val Limit Taux/Vale limité	GST% %TPS	GST Total Total TPS	Total
	<ul style="list-style-type: none"> <li>- Internet research on latest technology options.</li> <li>Estimated Timeline for Deliverable 1: Ten (10) days, to be completed by December 31, 2015**</li> <li>Deliverable 2: Cost-Benefit Analysis*</li> <li>- Cost out various options based on research findings.</li> <li>Tasks associated with Deliverable 2: - Cost out all resource aspects of implementation in the NCR HQ only - East Memorial Building and St Andrews Tower (FTEs, time to update, tools sustainability, etc.)</li> <li>Estimated Timeline for Deliverable 2: Eight (8) days, to be completed by January 15, 2016**</li> <li>Deliverable 3: Recommended Way Ahead*</li> <li>- Provide an informed recommendation with rationale for evidence-based executive decision making - Delivered by PowerPoint (PPT) Presentation. Finalized deck to be provided in electronic format to the Technical Authority by January 20, 2016**</li> <li>Tasks associated with Deliverable 3: - Detailed Analysis of findings measured against objectives; - Write up report in Microsoft PPT and Word doc with evidence-based recommendation.</li> <li>Estimated Timeline for Deliverable 3: Four (4) days, to be completed by January 29, 2016**</li> </ul> <p>*All deliverables and services rendered by the Contractor's resource are subject to inspection by the Technical Authority. Should any deliverable(s) not be to the satisfaction of the Technical Authority, as submitted, the Technical Authority shall have the right to reject it or require correction by the Contractor's resource before payment will be authorized.</p> <p>**Dates are estimates only and may be rescheduled within the Contract Period with the consent and written approval of the Technical Authority.</p> <p><b>4.3. Technical Environment</b></p> <p>The Work outlined in this contract will be carried out on the premises of the Contractor. The Contractor's resource will be required to participate in various meetings (in person or via teleconference) as needed in order to discuss deliverables and gather feedback from the Technical Authority and other applicable sources as appropriate.</p>								

JUS 6200-11 (07/2008)

Requisition No. - Demande
Ord. Off - Bur. demand. 19279
Yr. - Ann. 15
Ser. No - N° de série 9565

Page 14 of 16



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement/Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Vel. limite	GST% %TPS	GST Total Total TPS	Total
	<p><b>4.4. Support Provided by Canada</b></p> <p>The Contractor's resource will be provided with:</p> <ul style="list-style-type: none"><li>- Access to resources and information required to provide support as defined within this SOW.</li><li>- Access to Justice Canada's facility for meetings, as required.</li></ul> <p><b>4.5. Travel</b></p> <p>There is no travel associated with this requirement.</p> <p><b>4.6. Language Requirements</b></p> <p>All project deliverables must be provided in English. The proposed resource must possess, at minimum, the following proficiency levels in English:</p> <p>Oral Proficiency: Level 3+ Reading Proficiency: Level 3+ Writing Proficiency: Level 3+</p> <p>The description associated with the language requirement can be found at the following website: <a href="http://www.international.gc.ca/ifaxt-iaeci/test_lev_els-naux.aspx?lang=eng">http://www.international.gc.ca/ifaxt-iaeci/test_lev_els-naux.aspx?lang=eng</a></p> <p><b>4.7. Location of Service Delivery</b></p> <p>The work will be carried out on the premises of the Contractor.</p> <p><b>4.8. Constraints</b></p> <p>The Contractor will be accompanied at all times by an employee of Justice Canada when in Justice facility and will be provided with a Visitor's pass by security upon arrival at reception. The Visitor's pass must be returned to reception upon exiting the facility.</p> <p><b>ANNEX "B" BASIS OF PAYMENT</b></p> <p><b>1. PROFESSIONAL SERVICES</b></p> <p>The Contractor will be paid the following firm all-inclusive per diem rates for work performed under this Contract, in accordance with Annex A -Statement of work, during the Contract period. Applicable Taxes are extra.</p> <p>Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and</p>								

JUS 8200-41 (07/2006)

Requisition No. - Demande  
Ord. Off - Sur. demand. Yr. - Ao. Ser. No - N° de série  
19279 15 9565

Page 15 of 16



Government of  
Canada

Gouvernement du  
Canada

s.19(1)  
s.20(1)(c)

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

JUS 9200-11 (97/2005)

Requisition No. - Demande  
Ord. Off - Bur. demandé. Yr. - An. Ser. No. - N° de série  
19279 15 9565

Page 16 of 16

000242

s.19(1)  
s.20(1)(c)

DENVER Resources Inc.



Resulting Contract Clauses  
E60ZT-120001/501/ZT

## 1. Security Requirement

### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#9

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of PROTECTED B.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
  - b. *Industrial Security Manual* (Latest Edition).

## 2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of two (2) Facilitator consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

## 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

## 4. General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

## 5. Term of Contract

### 5.1 Period of the Contract

The Work is to be performed during the period of December 18, 2015 to January 29, 2016.

## 6. Authorities

s.19(1)



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition No. – 1000019696

## 6.1 Contracting Authority

The Contracting Authority for the Contract is:

Mélanie Beauvais-Lefort  
Contracting and Materiel Officer  
Department of Justice Canada  
284 Wellington Street - EMB Room 1239  
Ottawa, ON K1A 0H8  
Telephone: 613-952-2243  
E-mail address: [melanie.beauvais-lefort@justice.gc.ca](mailto:melanie.beauvais-lefort@justice.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 6.2 Project Authority

The Project Authority for the Contract is:

Marie Josée Thivierge  
ADM Management & CFO Sector  
Department of Justice Canada  
275 Sparks Street, SAT - 9101  
Ottawa, Ontario K1A 0H8  
Telephone: 613-907-3704  
E-mail address: [marie-josée.thivierge@justice.gc.ca](mailto:marie-josée.thivierge@justice.gc.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 6.3 Contractor's Representative



108 Duford street  
Ottawa ON K1S 2C4      K1L 6Z 6  
Telephone: 613-857-5149  
Email: [@dennery.ca](mailto:@dennery.ca)

## 7. Payment

### 7.1 Basis of Payment



The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of \$17,200.00. Customs duties are included and Applicable Taxes are extra.

Consultant: [REDACTED]  
Per Diem Rate: [REDACTED] plus taxes

Consultant: [REDACTED]  
Per Diem Rate: [REDACTED] plus taxes

Payment for the work performed shall be made on the following basis:

Activity	Estimated Level of Effort		
Step I: Prepare	day		day
Step II: Design	days		
Step III: Facilitate	days		days
Step IV: Document	day		days
Total:			days
Professional Fees:	\$11,200		\$4,000
Myers-Briggs Type Indicator On line tool including participant set-up, coordination and follow-ups. [REDACTED] participants X [REDACTED] per participant			\$2,000.00
Sub-total			\$17,200.00
HST			\$2,236.00
<b>TOTAL</b>			<b>\$19,436.00</b>

## 7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$17,200.00. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.



### 7.3 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

### 7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20– Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services forming part of this Contract will not apply, until the Contractor corrects the matter.

### 7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
  - b) The accuracy of the Contractor's time recording system.
  - c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
  - d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
- Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.



## 7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

## 8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Lucie Frenette  
Senior Administrative Officer  
Business Centre – Corporate Services Branch  
Management & CFO Sector  
275 Sparks Street, SAT – 9031  
Ottawa Ontario, K1A 0H8  
Telephone: 613-698-8174  
E-mail: [Lucie.frenette@justice.gc.ca](mailto:Lucie.frenette@justice.gc.ca)

## 8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

## 9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



### **11. Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Supply Arrangement Number E60ZT-120001/338/ZT
- e. The Contractor's bid

### **12 Basis for Canada's Ownership of Intellectual Property**

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

### **13. Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

### **14. Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



## 15. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

## 16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

## 17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or



(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



## Annexe A – Statement of Work

### 1. Title

Facilitation Support for the Executive Retreat

### 2. Objective

The objective of this contract is to provide facilitation services for the Extended Management Retreat to be held January 18 and 19, 2016.

### 3. Deliverable

#### Step I: Prepare -- Meet with ADM and lead organizer; familiarize with documentation

- Two initial meetings with leaders to agree on overall approach and clarify deliverables.
- Review documentation regarding plans and priorities in relevant areas.

#### Step II: Develop Detailed Design

- Develop facilitated approach, including lecturettes and group exercises
- Develop detailed agenda for the two-day retreat
- This includes the development of PPT and handouts for participants
- Submit to client for approval; integrate proposed changes
- Finalize design

#### Step III: Facilitate

- Setup and facilitation of the two-day retreat
- Debrief after Day 1 and review of highlights with clients

#### Step IV: Document

- Familiarization with background plans/reports
- Detailed note taking during the retreat
- Debrief after Day 1
- Synthesis Report post retreat

a l'information  
20-1

s.19(1)

S.20(1)(c)



## AMENDMENT 001

Resulting Contract Clauses  
E60ZT-120001/501/ZT

### 1. Security Requirement

#### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#9**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
  - b. *Industrial Security Manual* (Latest Edition).

### 2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of two (2) Facilitator consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### 4. General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### 5. Term of Contract

#### 5.1 Period of the Contract

The Work is to be performed during the period of December 18, 2015 to January 29, 2016.

### 6. Authorities



Department of Justice  
Canada

Ministère de la Justice  
Canada

s.19(1)

Requisition No. - 1000019696

### **6.1 Contracting Authority**

The Contracting Authority for the Contract is:

Mélanie Beauvais-Lefort  
Contracting and Materiel Officer  
Department of Justice Canada  
284 Wellington Street - EMB Room 1239  
Ottawa, ON K1A 0H8  
Telephone: 613-952-2243  
E-mail address: [melanie.beauvais-lefort@justice.gc.ca](mailto:melanie.beauvais-lefort@justice.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### **6.2 Project Authority**

The Project Authority for the Contract is:

Marie Josée Thivierge  
ADM Management & CFO Sector  
Department of Justice Canada  
275 Sparks Street, SAT - 9101  
Ottawa, Ontario K1A 0H8  
Telephone: 613-907-3704  
E-mail address: [marie-josée.thivierge@justice.gc.ca](mailto:marie-josée.thivierge@justice.gc.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### **6.3 Contractor's Representative**

[REDACTED]  
108 Duford street  
Ottawa ON K1S 2C4  
Telephone: 613-857-5149  
Email: [REDACTED]@dennery.ca

### **7. Payment**

Department of Justice  
CanadaMinistère de la Justice  
Canada

s.19(1)

s.20(1)(c)

Requisition No. - 1000019696

## 7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of \$17,200.00. Customs duties are included and Applicable Taxes are extra.

Consultant: [REDACTED]

Per Diem Rate: [REDACTED] plus taxes

Consultant: [REDACTED]

Per Diem Rate: [REDACTED] plus taxes

Payment for the work performed shall be made on the following basis:

Activity	Estimated Level of Effort	
Step I: Prepare	day	day
Step II: Design	days	
Step III: Facilitate	days	days
Step IV: Document	day	days
Total:		days
Professional Fees:	\$11,200	\$4,000
Myers-Briggs Type Indicator On line tool including participant set-up, coordination and follow-ups. [REDACTED] participants X [REDACTED] per participant	\$2,000.00	
Sub-total	\$17,200.00	
HST	\$2,236.00	
TOTAL	\$19,436.00	

## 7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$17,200.00. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a.when it is 75 percent committed, or
  - b.four (4) months before the contract expiry date, or
  - c.as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.



3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.3 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

### 7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20– Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

### 7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
- d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.



Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

#### **7.6 Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### **8. Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Lucie Frenette  
Senior Administrative Officer  
Business Centre – Corporate Services Branch  
Management & CFO Sector  
275 Sparks Street, SAT – 9031  
Ottawa Ontario, K1A 0H8  
Telephone: 613-698-8174  
E-mail: [Lucie.frenette@justice.gc.ca](mailto:Lucie.frenette@justice.gc.ca)

#### **8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices**

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### **9. Certifications - Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.



## 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Supply Arrangement Number E60ZT-120001/338/ZT
- e. The Contractor's bid

## 12 Basis for Canada's Ownership of Intellectual Property

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

## 13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

## 14. Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order



that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

### 15. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

### 16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

### 17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:



- (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



## Annexe A – Statement of Work

### 1. Title

Facilitation Support for the Executive Retreat

### 2. Objective

The objective of this contract is to provide facilitation services for the Extended Management Retreat to be held January 18 and 19, 2016.

### 3. Deliverable

#### Step I: Prepare -- Meet with ADM and lead organizer; familiarize with documentation

- Two initial meetings with leaders to agree on overall approach and clarify deliverables.
- Review documentation regarding plans and priorities in relevant areas.

#### Step II: Develop Detailed Design

- Develop facilitated approach, including lecturettes and group exercises
- Develop detailed agenda for the two-day retreat
- This includes the development of PPT and handouts for participants
- Submit to client for approval; integrate proposed changes
- Finalize design

#### Step III: Facilitate

- Setup and facilitation of the two-day retreat
- Debrief after Day 1 and review of highlights with clients

#### Step IV: Document

- Familiarization with background plans/reports
- Detailed note taking during the retreat
- Debrief after Day 1
- Synthesis Report post retreat

s.19(1)  
s.20(1)(c)

Government of  
Canada  
Gouvernement du  
Canada

BEAUVAIS-LEFORT, M  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
PHONE: 613-952-2243  
FAX:

Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats					
Date of solicitation - Date de l'invitation à soumissionner		Acquisition Office Code Code du bureau comptable	Requisition No. - Demande Ord. Off - Inv. demand. Yr.-An. Ser. No. - N° de série	Page 1 of 2	
Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de :		19270	19270 15 9696	Inspection Agency - Charge de l'inspection	
Request for proposal <input type="checkbox"/> Demande de proposition <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Amendment		Destination MANAGEMENT SECTOR, ADM DEPARTMENT OF JUSTICE CANADA ATT: CORP SERV BUSN CTR 613-946-383 275 SPARKS ST OTTAWA ON K1A 0H8 CANADA		Consignee et destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-dessus.	
				Direct inquiries to: Adresser toutes demandes de renseignements à : BEAUVAIS-LEFORT, M 613-952-2243	
<p><small>Under the terms indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and taxes. Under the General Services Act (GSA) it is anticipated from unit prices, GST is extra as opposite to the unit price. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.</small></p> <p><small>À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accises seraient compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires (PS). Les prix unitaires sont présumés être les prix au port d'expédition. Les prix comprennent les frais d'emballage et de conditionnement et sont FOB et compris tous les frais de livraison aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'arrangement en matière d'approvisionnement.</small></p>					
<p><small>Invoices - Original and two copies are to be sent to: Factures - Originale et deux copies à envoyer à :</small></p> <p><small>MANAGEMENT SECTOR, ADM DEPARTMENT OF JUSTICE CANADA ATT: CORP SERV BUSN CTR 613-946-383 275 SPARKS ST OTTAWA ON K1A 0H8 CANADA</small></p>					
Amendment No./No. de la modification 2		Previous Value - Valeur précédente			
Inv./Dées. - Aug/Dim.		Revised Value - Montant Révisé			

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de la Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in CSC Supply Arrangement Serial No. E502T-120001/501 between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représenté par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et parant le numéro de série E502T-120001/501 sont incorporées dans les présentes.

Item Article	Description	From - De Y-M-D-J	To - À Y-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fee/M. Limit Taux/M. limite	GST% %TPS	GST Total Total TPS	Total
00010	The following line items shown in bold are new or changed. Les articles en caractères gras sont les articles modifiés. Design and facilitation services	2015.12.18	2016.03.31	19270			13%	2,236.00	19,436.00
<b>Solicitation closed - L'invitation à soumissionner prend fin le 00.03.00</b>									
<b>Q3 - Le</b>									
<b>Name and address of Vendor - Nom et adresse du fournisseur</b>									
<b>DENNERY RESOURCES 108 DUFORD ST OTTAWA ON K1L 5Z6 CANADA Phone: 613-857-5149</b>									
<b>Fax No. - No du Fournisseur</b>									
<b>JUS 0200-11 (07/2008)</b>									
<b>Q4 - Le</b>									
<b>Your offer is accepted to the extent specified herein. Votre offre est acceptée aux termes spécifiés dans les présentes.</b>									
<b>You are requested to supply us in..... herein. Nous vous demandons de nous livrer ce qui est précis dans les présentes.</b>									
<b>Return the signed copy forthwith. Préparez de retour immédiatement une copie signée.</b>									
<b>Feb 4th 2016</b>									
<b>Telephone No. - N° de téléphone</b>									
<b>P.O.B. Point - Point FAB</b>									
<b>Destination</b>									
<b>P.O. Box 100018666 on file</b>									
<b>Date</b>									
<b>Total Estimated Cost Coût global estimé</b>									
<b>\$ 19,436.00</b>									
<b>+ facsimile</b>									



Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Vat. Unit Taux/Vat. Étude	GST% XTPS	GST Total Total TPS	Total
	Financial Codes Codage financier <u>0130-18010-15--3750 -4010</u> The currency of this P.O. is - La devise de ce bon est : CAD	Amount Montant <u>17,200.00</u>							

JUS 8200-11 (07/2008)

Requisition No. - Demande  
Ord Off - Bur. denon. Yr. - An. Star. No. - N° de série  
19270 25 9696

Page 2 of 2



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition No. - 1000019696\_AMD002

Resulting Contract Clauses  
E60ZT-120001/501/ZT

**AMENDMENT 002**

The purpose of this amendment is to extend the end date of the contract until March 31<sup>st</sup>, 2016.

In order to do so:

**DELETE:** Section 5.1 Period of the Contract in its entirety

**REPLACE WITH:**

**5.1 Period of the Contract**

The Work is to be performed during the period of December 18, 2015 to March 31st, 2016.

All other terms and conditions remain the same.

s.19(1)  
s.20(1)(c)



Government of  
Canada

Gouvernement du  
Canada

#### **Supply Arrangement Solicitation/Contract**

**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

From - Dem		Date of solicitation - Date de l'invitation à soumissionner	Accounting Office Code Code du bureau comptable  19294	Requisition No. - Demande Ord. Off - Bur. demand. 19294 Yr. - An. 16 Ser. No - N° de série 9621	Page 1 of 1
BEAUVAIS-LEFORT, M NATIONAL CAPITAL REGION RÉGION DE CAPITALE NATIONALE 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA  PHONE: 613-952-2243 FAX:		Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de :	Destination  DW-DIR PROJECT SERVICES DEPARTMENT OF JUSTICE CANADA ATT:CATHERINE CHARBONNEAU (613-941- 275 SPARKS ST ROOM 11014 OTTAWA ON K1R 7X9 CANADA		Inspection Agency - Chargé de l'inspection  Consignée at destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-bas.
		Request for proposal <input type="checkbox"/> Demande de proposition	Contract <input checked="" type="checkbox"/> Contrat	Amendment <input type="checkbox"/> Modification	Direct inquiries to: Adresser toutes demandes de renseignements à: BEAUVAIS-LEFORT, M 613-952-2243
<p>Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.</p> <p>À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.</p>		<p>All invoices, shipping bills and packing slips must include the number indicated in this box</p> <p><b>1929469621</b></p>		<p>Le numéro figurant dans cette case doit être indiqué dans toutes les factures, toutes les connaissances et tous les bordereaux d'accompagnement.</p>	<p>Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à:  DW-DIR PROJECT SERVICES DEPARTMENT OF JUSTICE CANADA ATT:CATHERINE CHARBONNEAU (613-941- 275 SPARKS ST ROOM 11014 OTTAWA ON K1R 7X9 CANADA</p>
		Amendment No.-No. de la modification	Previous Value - Valeur précédente		
		Inc./Decs. - Aug./Dim.	Revised Value - Montant Révisé		

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.  
Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.
  2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/259/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.  
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/259/ZT** sont incorporées dans les présentes.

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
00010	GCDocs AGA specialist  Financial Codes Codage financier 0130-19090-15-502292-3720 -4070 ===== The currency of this P.O. is - La devise de ce bon est : CAD	2016.01.11	2016.03.31	19294			13%	2,854.80	24,814.80

Solicitation closes - L'invitation à soumissionner prend fin le At - À 00:00:00		The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.		State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.	
On - Le		Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.		F.O.B. Point - Point FAB      Destination	
Name and address of Vendor - Nom et adresse du fournisseur  PROTAK CONSULTING GROUP INC 1100-343 PRESTON ST OTTAWA ON K1S 1N4 CANADA Phone: 613-866-2449		Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)		Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles  Signature _____ Date _____	
		01/07/2016	613.866.2449	Total Estimated Cost Cout global estimatif  \$ 24,814.80	For the Minister - Réservé au Ministre  Mélanie B
<input type="checkbox"/> Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.		<input type="checkbox"/> You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.	<input type="checkbox"/> Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.	The Vendor hereby accepts/acknowledges this contract.  Signature du présent contrat et qu'il l'accepte.	
Vendor No.- No. du Fournisseur  143252	Fax No.- No. de Télécopie  613-249-3996	Title - Titre			



**ProServices  
Medium Complexity (MC)  
For Directed Contracts below 25K**

Resulting Contract Clauses  
E60ZT-120001/259/ZT

**1. Security Requirement**

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#7**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List, attached at Annex B;
  - b. *Industrial Security Manual* (Latest Edition).

**2. Statement of Work**

This bid solicitation is being issued for the requirement of Professional Services of one (1) Application / Software Architect– Senior for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

**3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

**4. General Conditions**

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

**5. Term of Contract**

**5.1 Period of the Contract**

The Work is to be performed during the period of January 11, 2016 to March 31, 2016.

s.19(1)



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition 1000019621

## 6. Authorities

### 6.1 Contracting Authority

The Contracting Authority for the Contract is:

Mélanie Beauvais-Lefort  
Contracting and Materiel Officer  
Department of Justice Canada  
284 Wellington Street - EMB Room 1257  
Ottawa, ON K1A 0H8  
Telephone: 613-952-2243  
E-mail address: [melanie.beauvais-lefort@justice.gc.ca](mailto:melanie.beauvais-lefort@justice.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 6.2 Project Authority

The Project Authority for the Contract is:

Francisco Braga  
Manager Digital Workspace  
Information Solutions Branch  
Department of Justice Canada  
284 Wellington Street  
Ottawa, Ontario K1A 0H8  
Telephone: 613-868-7973  
E-mail address: [francisco.braga@justice.gc.ca](mailto:francisco.braga@justice.gc.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.3 Contractor's Representative

[REDACTED]  
Protak Consulting Group (PCG)  
343 Preston Street, Suite 1100  
Ottawa, Ontario, K1S 1N4  
Telephone: 613-866-2449  
E-mail: [REDACTED] [@protakgroup.com](mailto:@protakgroup.com)



## 7. Payment

### 7.1 Basis of Payment - Limitation of Expenditure

#### 7.1.1 Basis of Payment - Professional Fees

Resource: [REDACTED]

Per Diem Rate: [REDACTED]

Level of Effort: up to a maximum of [REDACTED] days

### 7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$21,960.00. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.3 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

### 7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition 1000019621

can also be obtained from the Department of Justice internet site at  
<http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20 – Payment Period and Article 21 – Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services ) forming part of this Contract will not apply, until the Contractor corrects the matter.

#### 7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
  - b) The accuracy of the Contractor's time recording system.
  - c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
  - d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
- Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

#### 7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### 8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### 8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is



not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### **9. Certifications - Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### **10. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### **11. Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions (2015-09-03) 2010B General Conditions - Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Annex B, Security requirement check list (SRCL)
- e. Supply Arrangement Number E60ZT-120001/259/ZT
- f. The Contractor's bid dated December 29, 2015

#### **12 Basis for Canada's Ownership of Intellectual Property**

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

#### **13. Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition 1000019621

#### **14. Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

#### **15. Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

#### **16. Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.



## 17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
  - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition 1000019621

## Annex A – Statement of work

### 1. Title

Application Architect services for Information Repository Project.

### 2. Background

The Department of Justice recognizes the need for better ways to address its information risk. Through consultation and research conducted in 2011/2012, it was discovered that:

- Staff and management need modern digital tools and timely access to accurate information across Justice to do their jobs better.
- The department is heading towards an information crisis, attributed to:
  - a focus on paper and misuse of personal storage devices
  - IM/IT investments being made outside of an enterprise approach, leading to information silos
  - a lack of access to modern information tools for sharing/finding/using across Justice
  - Misunderstandings about information accountabilities and compliance requirements.
- The problem and risk increase daily by not focusing on departmental information as a strategic asset, particularly the digital information.
- In response to this risk, Justice Canada developed the "information@justice" vision that articulates the future desired state that "Justice Information lives in a sustainable digital environment". This strategy has the following objectives:
  - Managing information as a strategic departmental asset, as part of how Justice does business, using modern digital tools.
- Adoption of a digital information standard and creating a culture of a digital workplace at Justice.
- Leveraging information and technology as part of transformation for better business outcomes. The Department of Justice is now moving into the implementation of the information@justice vision. One of the keystone projects being implemented is a new "digital workspace" for the Justice, which includes:
  - Deployment of SharePoint 2013 for branches, business units, projects, meetings, and others.
  - Deployment of GCDOCS integrated with SharePoint 2013 collaborations spaces
  - Migration of active content into SharePoint 2013 and legacy content into GCDOCS.
  - Implement business transformation through the above listed technology.

To date, the Department of Justice has implemented SharePoint functionality and is underway with the integration of GCDOCS.

### 3. Requirement

The company will be required to provide:

- Troubleshoot AGA related errors during transfer from SharePoint to GCDOCS
  - a. Maintaining metadata on version history
  - b. Restore whole libraries/folders at once from GCDOCS back into SharePoint
  - c. Mapping SharePoint user metadata fields to GCDOCS user metadata fields
  - d. Maintaining groups in permissions during archiving process instead of individual users
- Provide approach for automatic retention disposition post transfer from SharePoint
- Scripts to automate transfer of files from big bucket in GCDOCS to appropriate primaries as currently defined in Justice GCDOCS implementation
- Guidance to upgrade AGA to the most current version currently available
- Strategy document for future improvements (roadmap)



#### 4. Tasks and Deliverables

##### 4.1 General

The work will be conducted in English. Should there be translation required, formal translation will be undertaken by the department of Justice. The Contractor's resource must provide services and all deliverables in English.

#### 5. Reporting

The consultant will be responsible for report and provide updates on a weekly basis to the technical authority

#### 6. Primary location of work, work site and delivery point

Department of Justice  
284 Wellington Street  
Ottawa, Ontario  
K1A 0H8

And/or the contractor's premises, as required and agreed upon confirmation with the technical authority in the case of creation of documentation/planning that does not involve direct work with Justice documents and sensitive information.

#### 7. Language of work

English

#### 8. Travel

No travel is required for this contract

#### 9. Constraints

The consultant will be required to:

- (i) Remain within the budget allocated under this contract
- (ii) Immediately bring to the attention of the Project Authority any problem or concerns he/she may face in delivering his/her mandate.

#### 10. Confidentiality

The Contractor will be required to sign the "Mutual Confidentiality Agreement".

Department of Justice  
CanadaMinistère de la Justice  
Canada

Requisition 1000019621

## Annex B – Security Requirements Check List (SRCL)

	Government of Canada	Gouvernement du Canada	Contract Number / Numéro du contrat	Common PS SRCL#7																											
			Security Classification / Classification de sécurité	UNCLASSIFIED																											
<b>SECURITY REQUIREMENTS CHECK LIST (SRCL)</b> <b>LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)</b>																															
1. Contracting Government Department or Organization / Ministère ou organisme gouvernemental d'origine		Project Work Site Government Sector / Canada	2. Branch or Directorate / Direction générale ou Direction d'acquisition Branch																												
3. a) Subcontractor Number / Numéro du sous-traitant		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant																													
4. Brief Description of Work / Brève description du travail: Protective Services - Standing Offers and Supply Arrangements																															
5. a) Will the supplier require access to Classified Sources? Le fournisseur aura-t-il besoin d'accès à des sources classifiées? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Out																															
5. b) Will the supplier require access to Unclassified Military Technical Data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Yes <input type="checkbox"/> Out																															
6. a) Will the supplier and its employees require access to PROTECTED under CLASSIFIED information or data? Le fournisseur ainsi que les employés auront accès à des renseignements ou à des données PROTEGÉES sous CLASSIFIÉS? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Out (Specify the level of access using the chart in Question 7. e) (Précisez le niveau d'accès en utilisant le tableau qui se rapporte à la question 7. e)																															
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted SECRET items? Has access to PROTECTED under CLASSIFIED information or data been permitted? Le fournisseur et ses employés (h. ex. nettoyeurs, personnes d'entretien) auront-ils accès à des articles d'accès restreints? L'accès à des renseignements ou à des données PROTEGÉES sous CLASSIFIÉS n'est pas permis. <input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Yes																															
7. a) Indicate the type of information that may need to be included in excess / Indiquer le type d'information qui peut être nécessaire dans votre dossier																															
Canadian <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>																													
7. b) Indicate restrictions / Restraintes relatives à la diffusion: No restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> Not releasable <input type="checkbox"/> Restricted to / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser les(s) pays : <input type="checkbox"/>																															
7. c) Level of Information / Niveau d'information: <table border="1" style="width: 100%;"> <tr> <td>PROTECTED A</td> <td>NATO UNCLASSIFIED</td> <td>PROTECTED A</td> </tr> <tr> <td>PROTECTED B</td> <td>NATO NON CLASSIFIÉ</td> <td>PROTECTED B</td> </tr> <tr> <td>PROTECTED C</td> <td>NATO RESTRICTED</td> <td>PROTECTED C</td> </tr> <tr> <td>CONFIDENTIAL</td> <td>NATO DIVULGATION RESTREINTE</td> <td>CONFIDENTIAL</td> </tr> <tr> <td>CONFIDENTIAL</td> <td>NATO CONFIDENTIEL</td> <td>CONFIDENTIAL</td> </tr> <tr> <td>SECRET</td> <td>NATO SECRET</td> <td>SECRET</td> </tr> <tr> <td>TOP SECRET</td> <td>COSMIC TOP SECRET</td> <td>TOP SECRET</td> </tr> <tr> <td>TOP SECRET (SIGHT)</td> <td>COSMIC TRES SECRET</td> <td>TOP SECRET (SIGHT)</td> </tr> <tr> <td>TRES SECRET (SIGHT)</td> <td></td> <td>TRES SECRET (SIGHT)</td> </tr> </table>					PROTECTED A	NATO UNCLASSIFIED	PROTECTED A	PROTECTED B	NATO NON CLASSIFIÉ	PROTECTED B	PROTECTED C	NATO RESTRICTED	PROTECTED C	CONFIDENTIAL	NATO DIVULGATION RESTREINTE	CONFIDENTIAL	CONFIDENTIAL	NATO CONFIDENTIEL	CONFIDENTIAL	SECRET	NATO SECRET	SECRET	TOP SECRET	COSMIC TOP SECRET	TOP SECRET	TOP SECRET (SIGHT)	COSMIC TRES SECRET	TOP SECRET (SIGHT)	TRES SECRET (SIGHT)		TRES SECRET (SIGHT)
PROTECTED A	NATO UNCLASSIFIED	PROTECTED A																													
PROTECTED B	NATO NON CLASSIFIÉ	PROTECTED B																													
PROTECTED C	NATO RESTRICTED	PROTECTED C																													
CONFIDENTIAL	NATO DIVULGATION RESTREINTE	CONFIDENTIAL																													
CONFIDENTIAL	NATO CONFIDENTIEL	CONFIDENTIAL																													
SECRET	NATO SECRET	SECRET																													
TOP SECRET	COSMIC TOP SECRET	TOP SECRET																													
TOP SECRET (SIGHT)	COSMIC TRES SECRET	TOP SECRET (SIGHT)																													
TRES SECRET (SIGHT)		TRES SECRET (SIGHT)																													

TSB/SC/T 350-612 (2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

Department of Justice  
CanadaMinistère de la Justice  
Canada

Requisition 1000019621

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

Common PS SRC/LAT  
Security Classification / Classification de sécurité  
UNCLASSIFIED

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?		Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC délinéés PROTEGÉS et/ou CLASSEÉS?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> Non <input checked="" type="checkbox"/> Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?					
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?					
Short Title(s) of material / Titre(s) abrégé(s) du matériel :					
Document Number / Numéro du document :					
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis					
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ		<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL		<input type="checkbox"/> SECRET SECRET	
<input type="checkbox"/> TOP SECRET - SIGHT TRES SECRET - EYING		<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL		<input type="checkbox"/> TOP SECRET TRES SECRET	
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS		<input type="checkbox"/> NATO SECRET NATO SECRET		<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRES SECRET	
Special comments: Commentaires spéciaux:					
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont reconnus, un guide de classification de la sécurité doit être fourni.					
10. b) May unselected personnel be given the positions of the work?					
Do personnel sans autorisation électorale pourront-ils se voir confier des postes de travail?					
If Yes, will unselected personnel be escorted?					
Où si l'affirmative, le personnel non choisi sera-t-il escorté?					
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?					
Le fournisseur sera-t-il tenu de recevoir et d'enregistrer sur place des renseignements ou des biens PROTEGÉS et/ou CLASSEÉS?					
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes					
<input type="checkbox"/> Non <input checked="" type="checkbox"/> Oui					
11. b) Will the supplier be required to safeguard COMSEC information or assets?					
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?					
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes					
<input type="checkbox"/> Non <input checked="" type="checkbox"/> Oui					
11. c) Will the production (manufacture, under the supplier's name or modification) of PROTECTED under CLASSIFIED material or equipment occur at the supplier's site or premises?					
Les installations du fournisseur admettent-elles la production (fabrication sous réappellation et/ou modification) de matériel PROTEGÉ et/ou CLASSEÉ?					
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes					
<input type="checkbox"/> Non <input checked="" type="checkbox"/> Oui					
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED under CLASSIFIED information or data?					
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTEGÉES et/ou CLASSEÉES?					
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes					
<input type="checkbox"/> Non <input checked="" type="checkbox"/> Oui					
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?					
Disposera-t-on d'un lien électronique entre les systèmes informatiques du fournisseur et celui du ministère ou de l'agence gouvernementale?					
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes					
<input type="checkbox"/> Non <input checked="" type="checkbox"/> Oui					
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)					
12. a) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED under CLASSIFIED information or data?					
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTEGÉES et/ou CLASSEÉES?					
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes					
<input type="checkbox"/> Non <input checked="" type="checkbox"/> Oui					
12. b) Will there be an electronic link between the supplier's IT systems and the government department or agency?					
Disposera-t-on d'un lien électronique entre les systèmes informatiques du fournisseur et celui du ministère ou de l'agence gouvernementale?					
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes					
<input type="checkbox"/> Non <input checked="" type="checkbox"/> Oui					

TSBISCT 360-102(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition 1000019621

Government du Canada		Contract Number / Numéro du contrat Compte PG-BRCL-77 Security Classification / Classification de sécurité CONFIDENTIAL													
For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required in the following area(s) or otherwise. Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sécurité requis dans les sections suivantes. For users completing the form online (via the internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement enregistrées dans le tableau récapitulatif.															
SUMMARY CHART / TABLEAU RÉCAPITULATIF															
Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSEÉ			SECRET / CONFIDENTIEL			TOP SECRET / PROTECTOR / PROTEGÉ / CONFIDENTIAL			CONFIDENTIAL / CONFIDENTIEL / CONFIDENTIEL / CONFIDENTIAL		
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	ATO / PROTECTOR	ATO / CONFIDENTIAL	ATO / SECRET	TOP SECRET / PROTECTOR / CONFIDENTIAL / CONFIDENTIEL / CONFIDENTIAL	A	B	C	CONFIDENTIAL / CONFIDENTIEL / CONFIDENTIEL / CONFIDENTIAL	
Information / Levels / Documentations / Types / FORMATS															
1. a) Is the description of the work contained within this BRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la présente L'VERS est-elle PROTÉGÉE et/ou CLASSEÉE?													<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Non	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Non	
1. b) If Yes, classify this form by indicating the top and bottom in the area entitled "Security Classification". Si Oui, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.													<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Non	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Non	
1. c) Will the documentation attached to this BRCL be PROTECTED under CLASSIFIED? La documentation associée à la présente L'VERS sera-t-elle PROTÉGÉE sous CLASSEÉE?													<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Non	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Non	
If Yes, classify this form by indicating the top and bottom in the area entitled "Security Classification" and indicate with attachment(s) (e.g. SECRET with Attachments). Si Oui, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).															

TDSNCT 100-102(2004/10)

Security Classification / Classification de sécurité  
INCLASSIFIED

Canada

Department of Justice  
CanadaMinistère de la Justice  
Canada

Requisition 1000019621

Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

Contract PS-SRCL#7

Security Classification / Classification de sécurité

UNCLASSIFIED

13. Organization Project Authority / Autorité du projet en matière de sécurité			
Name (print) - Nom (en lettres courtes)			
Title - Titre		Signature	
Centralized Professional Services System (CPSS) Professional Services - Méthode de Supply			
Telephone No. - N° du Téléphone	Fax/Email No. - N° du télécopieur	E-mail address - Adresse courriel	Date
031-000-0000	030-000-0000	SSPC_CPS@psgc-pwgsc.gc.ca	2012/03/10
14. Organization Security Authority / Responsable de la sécurité de l'organisation			
Name (print) - Nom (en lettres courtes)			
Title - Titre		Signature	
Charron, Arick SO Arick Charron			
Telephone No. - N° du Téléphone	Fax/Email No. - N° du télécopieur	E-mail address - Adresse courriel	Date
819-853-0010	819-853-1548	arick.charron@psgc-pwgsc.gc.ca	March 20, 2012
15. Are there additional instructions (e.g. Security Guide, Security Classification Grids) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
<input type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Yes <input type="checkbox"/> Oui			
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres courtes)			
Title - Titre		Signature	
Telephone No. - N° du Téléphone	Fax/Email No. - N° du télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractuelle en matière de sécurité			
Name (print) - Nom (en lettres courtes)			
Title - Titre		Signature	
Telephone No. - N° du Téléphone	Fax/Email No. - N° du télécopieur	E-mail address - Adresse courriel	Date
Jacques Stumur Contract Security Officer, Contract Security Division Jacques.Stumur@psgc-pwgsc.gc.ca Tel/Fax - 613-943-1732 / Fax/Téléc. - 613-954-4171 27-MARCH-2012			

TBS/NSCT 390-102(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

Page 13 of 13



Gouvernement du  
Canada

Sent to SYSTEMSCO INC

22

DEC 30 2015

Page: 1

## Professional Services Contract Contrat de services professionnels

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500126833	E60ZT-120001/275/ZT

Validity Date - Période Valide

From/De: 01/11/2016 To/À: 02/29/2016

			Value of contract - Valeur du contrat	Tax Amount Montant de la taxe	Total
			22,100.00 CAD	2,873.00 CAD	24,973.00 CAD

Issuing Office Address - Adresse du bureau d'origine

ISB CIO'S OFFICE  
DEPARTMENT OF JUSTICE CANADA  
ATT: CRISTINA HYDE (613-946-1359)  
275 SPARKS ST ROOM 12008  
OTTAWA ON K1A 0H8

Contractor's name and address - Nom et adresse de l'entrepreneur

SYSTEMSCOPE INC.  
61A YORK ST  
OTTAWA ON K1N 5T2  
CANADA

Financial codes - Codes financiers

18053 - 15 - - 3720

Vendor - Fournisseur

101753

Contact Name - Personne-resource

Hyde, Cristina Tel. No - N° de tél.  
613-946-1359

Contact Name - Personne-resource

Tel. No - N° de tél.

613-230-8330

Description - Description

Senior Team  
SYSTEMSCOPE FY 2015/16 -  
January 11, 2016 to February 29, 2016  
QUOTE DATED DECEMBER 16TH, 2015  
IM/IT Investment Placemat Development/IM/IT prioritization

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguités, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

### APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of:

Ontario

Le contrat est administré selon les lois en vigueur dans la province suivante:

### FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial  
Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des  
finances publiques.

M. AKERLEY

Signature

DEC 24 2015

Date

### CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed on behalf of Her Majesty in right of Canada by the duly authorized officer.

M. Akerley

Signature

DEC 24 2015

Date

Contracting Authority - Autorité contractuelle

Telephone - Téléphone

Address - Adresse

M. AKERLEY

Signature

Dec 30, 15

Date

### CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) setout therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services spécifiés au prix identifié dans le document.

[Redacted]

Signature

Date

000280

Gouvernement du  
Canada

Sent to SYSTEMSCOPE

DEC 30 2015

Page: 1

## Professional Services Contract Contrat de services professionnels

Contract N° N° du contrat <b>4500126833</b>	Standing offer N° N° de l'Offre à commande <b>E60ZT-120001/275/ZT</b>
Validity Date - Période Valide	
From/De: 01/11/2016 To/À: 02/29/2016	

			Value of contract - Valeur du contrat <b>22,100.00 CAD</b>	Tax Amount Montant de la taxe <b>2,873.00 CAD</b>	Total <b>24,973.00 CAD</b>
Issuing Office Address - Adresse du bureau d'origine					
ISB CIO'S OFFICE DEPARTMENT OF JUSTICE CANADA ATT: CRISTINA HYDE (613-946-1359) 275 SPARKS ST ROOM 12008 OTTAWA ON K1A 0H8					
Financial codes - Codes financiers <b>18053 - 15 - - 3720</b>					Vendor - Fournisseur <b>101753</b>
Contact Name - Personne-resource <b>Hyde, Cristina</b>					Tel. No - N° de tél. <b>613-946-1359</b>
					Tel. No - N° de tél. <b>613-230-8330</b>

Description - Description Senior Team SYSTEMSCOPE FY 2015/16 - January 11, 2016 to February 29, 2016 QUOTE DATED DECEMBER 16TH, 2015 IM/IT Investment Placemat Development/IM/IT prioritization
--

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguités, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

### APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of:

**Ontario**

Le contrat est administré selon les lois en vigueur dans la province suivante:

### FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

*m. AKERLEY*

Signature

Date

*DEC 24 2015*

### CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

*m. Akerley*

Signature

Date

*DEC 24 2015*

Contracting Authority - Autorité contractuelle

Telephone - Téléphone

Address - Adresse

### CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) setout therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services spécifiés au prix identifié dans le document.

Signature

Date

000281

*Canada*



Gouvernement du  
Canada

Page: 3

**Professional Services Contract  
Contrat de services professionnels**

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500126833	E60ZT-120001/275/ZT

**GENERAL CONDITIONS**

The document setting out Justice Canada's General Conditions forms an integral part of this Service Contract as though expressly set out herein, subject to any other expressed terms and conditions herein contained.

The document is available at:

<http://www.justice.gc.ca/eng/dept-min/cont/lfc-v1.html>

**CONDITIONS GÉNÉRALES**

Le document énonçant les Conditions générales de Justice Canada sont partie intégrante de ce contrat de service comme si elles y étaient formellement reproduites, sous réserve des autres conditions contenues dans la présente.

Ce document est disponible au:

<http://www.justice.gc.ca/fra/min-dept/cont/vl-lfc.html>

s.19(1)

Po # 4500126833  
Dec. 23/15

# Systemscope

December 16, 2015

Marj Akerley  
Chief Information Officer  
Justice Canada  
275 Sparks Street  
Ottawa, Ontario K1A 0H8

Dear Ms. Akerley,

**Re: Justice Canada – IM/IT Investment Placemat Development**

Thank you for the opportunity to assist Justice Canada in the development of an IM/IT Investment Placemat. The purpose of the placemat is to illustrate the corporate ranking criteria and business priorities for senior management, and to demonstrate how these criteria result in the assessment/positioning of IM/IT investment projects. This will allow senior management to make key decisions and discuss potential "trade-offs" while understanding the strategic and operational implications for doing so.

We understand that the IM/IT investment placemat must be completed by February 29, 2016, assuming a start date of January 11, 2016. Systemscope will be tasked with:

- Holding a project initiation meeting with the CIO, Director of the Enterprise PMO Division and select members of their management teams to confirm scope, timeframes, key milestones, respective responsibilities on the project and other items;
- Facilitating engagement sessions with the CIO, Director of the Enterprise PMO Division and management team members on senior audience requirements, specifically the "storyline" of the placemat, desired content and visual attributes;
- Analyzing a number of placemat inputs (IM/IT strategic plans, financial criteria, etc);
- Developing placemat options from a usability and data visualization standpoint; and
- Completing draft (2 iterations maximum) and final placemats for consideration and approval.

We are proposing a senior team comprised of [REDACTED] and [REDACTED] for this assignment. [REDACTED] is a Systemscope [REDACTED] with over 20 years of management consulting experience in the federal government. He most recently led two (2) IM/IT investment placemat development initiatives for Transport Canada (May and November, 2015). [REDACTED] is a senior consultant with Systemscope with over 10 years of consulting experience in management consulting and data visualization. She participated on the IM/IT investment placemat work with [REDACTED] and is working on an investment placemat for Agriculture and Agri-Food Canada.

s.19(1)  
s.20(1)(c)

We estimate that this work will take 22 person days of effort at the following rates:

Denis Barbeau - [REDACTED] days @ [REDACTED] diem  
Linda Forrester - [REDACTED] days @ [REDACTED] 00/diem

Total [REDACTED] \$ 22,100.00

Our HST number is 123033615RT0001.

Once again, thank you for the opportunity. Please feel free to contact me if you have any comments or questions. We look forward to working with you on this exciting initiative.

Yours truly,

Cc: Katie Hammoud, Director, Enterprise PMO Division  
[REDACTED]

22-1

Gouvernement du  
Canada

s.19(1)

Page: 1

**Professional Services Contract Amendment**  
**Contrat de services professionnels**  
**Modification au contrat**

Contract N° N° du contrat	Standing offer N° N° de l'offre à commande
4500126833	E60ZT-120001/275/ZT
Validity Date - Période Valide	
From/De: 01/11/2016 To/À: 03/31/2016	

Amendment N°. N° de la modification	Previous Total Total précédent	Inc./Dec. Aug./Dim.	Value of contract - Valeur du contrat	Tax Amount Montant de la taxe	Total
001	22,100.00	0.00	22,100.00 CAD	2,873.00 CAD	24,973.00 CAD

Issuing Office Address - Adresse du bureau d'origine  ISB CIO'S OFFICE DEPARTMENT OF JUSTICE CANADA ATT: CRISTINA HYDE (613-946-1359) 275 SPARKS ST ROOM 12008 OTTAWA ON K1A 0H8	Contractor's name and address - Nom et adresse de l'entrepreneur  SYSTEMSCOPE INC. 61A YORK ST OTTAWA ON K1N 5T2 CANADA
Financial codes - Codes financiers 18053 - 15 - - 3720	Vendor - Fournisseur 101753
Contact Name - Personne-resource Hyde, Cristina	Tel. No - N° de tél. 613-946-1359

Description - Description Senior Team AMENDMENT #1 REQUESTED BY KATIE HAMMOUD February 2, 2016.
End date extended to March 31, 2016.

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguités, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

**APPROPRIATE LAWS - LOIS PERTINENTES**

This contract shall be governed by and construed in accordance with the laws in force in the Province of:

Ontario

Le contrat est administré selon les lois en vigueur dans la province suivante:

**FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE**

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

FEB 12 2016

Signature K. Hammoud Date

**CONTRACT APPROVAL - APPROBATION DU CONTRAT**

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Signature Kei Date

FEB 12 2016

Contracting Authority - Autorité contractuelle

Telephone - Téléphone

Address - Adresse

**CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR**

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) setout therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services spécifiés au prix identifié dans le document.

Feb 22, 2016

Signature

Date

000285

s.19(1)



Government of  
Canada

Gouvernement du  
Canada

Page: 2

**Professional Services Contract Amendment  
Contrat de services professionnels  
Modification au contrat**

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500126833	E60ZT-120001/275/ZT

SYSTEMSCOPE FY 2015/16 - [REDACTED]

January 11, 2016 to February 29, 2016

QUOTE DATED DECEMBER 16TH, 2015

IM/IT Investment Placemat Development/IM/IT prioritization

Senior Team

AMENDMENT #1 REQUESTED BY KATIE HAMMOUD February 2, 2016.

End date extended to March 31, 2016.

SYSTEMSCOPE FY 2015/16 - [REDACTED]

January 11, 2016 to February 29, 2016

QUOTE DATED DECEMBER 16TH, 2015

IM/IT Investment Placemat Development/IM/IT prioritization



Gouvernement du  
Canada

Page: 3

**Professional Services Contract Amendment**  
**Contrat de services professionnels**  
**Modification au contrat**

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500126833	E60ZT-120001/275/ZT

**GENERAL CONDITIONS**

The document setting out Justice Canada's General Conditions forms an integral part of this Service Contract as though expressly set out herein, subject to any other expressed terms and conditions herein contained.

The document is available at:

<http://www.justice.gc.ca/eng/rp-pr/cp-pm/cont/lfc-vl.html>

**CONDITIONS GÉNÉRALES**

Le document énonçant les Conditions générales de Justice Canada sont partie intégrante de ce contrat de service comme si elles y étaient formellement reproduites, sous réserve des autres conditions contenues dans la présente.

Ce document est disponible au:

<http://www.justice.gc.ca/fra/pr-rp/pm-cp/cont/lfc-vl.html>

**Professional Services Contract Amendment  
Contrat de services professionnels  
Modification au contrat**

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500126833	E60ZT-120001/275/ZT
Validity Date - Période Valide	

From/De: 01/11/2016 To/À: 05/31/2016

Amendment N°. N° de la modification	Previous Total Total précédent	Inc./Dec. Aug./Dim.	Value of contract - Valeur du contrat	Tax Amount Montant de la taxe	Total
002	22,100.00	0.00	22,100.00 CAD	2,873.00 CAD	24,973.00 CAD

## Issuing Office Address - Adresse du bureau d'origine

ISB CIO'S OFFICE  
DEPARTMENT OF JUSTICE CANADA  
ATT: CRISTINA HYDE (613-946-1359)  
275 SPARKS ST ROOM 12008  
OTTAWA ON K1A 0H8

## Contractor's name and address - Nom et adresse de l'entrepreneur

SYSTEMSCOPE INC.  
61A YORK ST  
OTTAWA ON K1N 5T2  
CANADA

## Financial codes - Codes financiers

18053 -	15	-	-	3720
---------	----	---	---	------

## Vendor - Fournisseur

101753

## Contact Name - Personne-resource

Hyde, Cristina	Tel. No - N° de tél. 613-946-1359
----------------	--------------------------------------

## Contact Name - Personne-resource

Tel. No - N° de tél. 613-230-8330
--------------------------------------

## Description - Description

Senior Team  
AMENDMENT #2 REQUESTED BY JEAN-FRANCOIS LALONDE February 25, 2016.

End date extended to May 31, 2016.

The following General Conditions, any Supplementary Conditions, the Contract Specifications and any amendments relating thereto form the Contract between Her Majesty and the Contractor.

Les Conditions générales suivantes, toutes Conditions supplémentaires, les Spécifications du contrat et toutes modifications connexes représentent le Contrat conclu entre Sa Majesté et l'Entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguités, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract for the performance of the work, Her Majesty shall pay to the Contractor as per the terms of payment herein.

Sous réserve des modalités du contrat à l'égard de l'exécution des travaux, Sa Majesté paiera l'Entrepreneur conformément aux modalités de paiements.

**APPROPRIATE LAWS - LOIS PERTINENTES**

This contract shall be governed by and construed in accordance with the laws in force in the Province of:

Ontario

Le contrat est administré selon les lois en vigueur dans la province suivante:

**FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE**

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu de l'article 32(1) de la Loi sur la gestion des finances publiques.

*M. Akerley*

Signature

FEB 29 2016

Date

**CONTRACT APPROVAL - APPROBATION DU CONTRAT**

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Contracting Authority - Autorité contractuelle

Telephone - Téléphone

Address - Adresse

*M. Akerley*

Signature

FEB 29 2016

Date

**CONTRACTOR'S ACCEPTANCE - ACCEPTATION DE L'ENTREPRENEUR**

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) setout therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services spécifiés au prix identifié dans le document.

*M. Akerley*

Signature

Feb 29, 2016

Date

000288

*anada*



Gouvernement du  
Canada

s.19(1)

Page: 2

**Professional Services Contract Amendment  
Contrat de services professionnels  
Modification au contrat**

Contract N° N° du contrat	Standing offer N° N° de l'offre à commande
4500126833	E60ZT-120001/275/ZT

AMENDMENT #1 REQUESTED BY KATIE HAMMOUD February 2, 2016.

End date extended to March 31, 2016.

SYSTEMSCOPE FY 2015/16 - [REDACTED]

January 11, 2016 to February 29, 2016

QUOTE DATED DECEMBER 16TH, 2015

JM/IT Investment Placemat Development/JM/IT prioritization

Senior Team

AMENDMENT #2 REQUESTED BY JEAN-FRANCOIS LALONDE February 25, 2016.

End date extended to May 31, 2016.

AMENDMENT #1 REQUESTED BY KATIE HAMMOUD February 2, 2016.

End date extended to March 31, 2016.

SYSTEMSCOPE FY 2015/16 - [REDACTED]

January 11, 2016 to February 29, 2016

QUOTE DATED DECEMBER 16TH, 2015

JM/IT Investment Placemat Development/JM/IT prioritization

AMENDMENT #1 REQUESTED BY KATIE HAMMOUD February 2, 2016.

End date extended to March 31, 2016.



Gouvernement du  
Canada

Page: 3

**Professional Services Contract Amendment**  
**Contrat de services professionnels**  
**Modification au contrat**

Contract N° N° du contrat	Standing offer N° N° de l'Offre à commande
4500126833	E60ZT-120001/275/ZT

**GENERAL CONDITIONS**

The document setting out Justice Canada's General Conditions forms an integral part of this Service Contract as though expressly set out herein, subject to any other expressed terms and conditions herein contained.

The document is available at:  
<http://www.justice.gc.ca/eng/rp-pr/cp-pm/cont/lfc-vl.html>

**CONDITIONS GÉNÉRALES**

Le document énonçant les Conditions générales de Justice Canada sont partie intégrante de ce contrat de service comme si elles y étaient formellement reproduites, sous réserve des autres conditions contenues dans la présente.

Ce document est disponible au:  
<http://www.justice.gc.ca/fra/pr-rp/pm-cp/cont/vl-lfc.html>

s.19(1)



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

From - Ded  
COCONETU, TRAIAN  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
PHONE: 613-301-9709  
FAX:

Date of solicitation - Date de l'invitation à soumissionner
---

Clauses (1) and (2) below will form part of this:  
Les clauses 1 et 2 ci-dessous font partie du document de :

- Request for proposal  Demande de proposition  
 Contract  Contrat  
 Amendment  Modification

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

Accounting Office Code  
Code du bureau comptable  
19402

Requisition No. - Demande  
Ord. Off - Bur. demand 19402  
Yr. - An. 16  
Ser No - N° de série 9523

Page 1 of 13

Inspection Agency - Chargé de l'inspection

Consignee at destination unless specified herein.  
Destinataire au point de destination sauf si indiqué ci-dessus.

Direct Inquiries to:  
Adresser toutes demandes de renseignements à :  
COCONETU, TRAIAN  
613-301-9709

Destination  
ISB ADMINISTRATIVE SERVICES  
DEPARTMENT OF JUSTICE CANADA  
ATT: DANIELLE Y. JEAN (957-3762)  
275 SPARKS ST ROOM 12006  
OTTAWA ON K1A 0H8  
CANADA

All invoices, shipping bills and packing slips must include the number indicated in this box	Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissances et tous les bordereaux d'accompagnement	Invoices - Original and two copies are to be sent to. Factures - Remplir et envoyer l'original et deux copies à :
	<b>1940269523</b>	ISB ADMINISTRATIVE SERVICES DEPARTMENT OF JUSTICE CANADA ATT: DANIELLE Y. JEAN (957-3762) 275 SPARKS ST ROOM 12006 OTTAWA ON K1A 0H8 CANADA
Amendment No - N° de la modification	Previous Value - Valeur précédente	

Inc /Decs. - Aug /Dim.

Revised Value - Montant Révisé

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/205/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/205/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<b>CONTRACT DOCUMENTS</b>  The following documents shall form part of this contract:  1) The ProServices Supply Arrangement Number E60ZT-120001/205/ZT, included all clauses terms and conditions.  2) The Vendor Submission entitled "ProServices - Level 3 Programmer/Analyst" dated December 14, 2015.								

Solicitation closes - L'invitation à soumissionner prend fin le  
At - À 00:00:00

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

State point of manufacture/shipping of goods or where service is to be performed.  
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

I4C CONSULTING INC.  
201-1283 TERON ROAD  
KANATA ON K2K 0J7  
CANADA

Phone: 613-271-6421

Vendor No. - No du Fournisseur

143402

Fax No. - No de Télécopie

JUS 9200-11 (07/2006)

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)  
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

Signature

Your offer is accepted to the extent specified herein.  
Votre offre est acceptée aux conditions exposées dans les présentes.

You are requested to supply as indicated herein.  
Nous vous demandons de fournir ce qui est précisé dans les présentes.

Date *January 11, 2016* Telephone No. - N° de téléphone  
 Return the signed copy forthwith.  
Prière de retourner immédiatement une copie durant signée.

The Vendor hereby accepts/ack  
Le fournisseur reconnaît par les

Signature

Total Estimated Cost  
Coût global estimatif  
\$ 38,808.72

Date *Jan 11, 2016*  
For the Minister - Réservé au Ministre

Date *Jan 11, 2016*

et qu'il l'accepte.

Title - Titre *(FO 000291)*

N



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No of Days N° de jours	Fees/Mal Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>3) The Annexes of the Contract.</p> <p><b>CONTRACT CLAUSES</b></p> <p>The present Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA).</p> <p>The following clauses and conditions apply to and form part of the present contract resulting from the bid solicitation number 1000019523:</p> <p><b>1 Security Requirements</b></p> <p>The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract. SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19</p> <ul style="list-style-type: none"> <li>i. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</li> <li>ii. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET as required, granted or approved by CISD/PWGSC.</li> <li>iii. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.</li> <li>iv. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</li> <li>v. The Contractor/Offeror must comply with the provisions of the:           <ul style="list-style-type: none"> <li>a. Security Requirements Check List and security guide (if applicable), attached at Annex B;</li> <li>b. Industrial Security Manual (Latest Edition).</li> </ul> </li> </ul> <p><b>2 Statement of Work</b></p> <p>This bid solicitation is being issued for the requirement of Professional Services Programmer/Analyst for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Appendix "A" Statement of Work.</p> <p><b>3 Standard Clauses and Conditions</b></p>								



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>) issued by Public Works and Government Services Canada.</p> <p>3.1 General Conditions</p> <p>2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.</p> <p>4 Term of Contract</p> <p>4.1 Period of the Contract</p> <p>The Work is to be performed during the period from January 15, 2016 to March 31, 2016.</p> <p>4.2 Option to Extend the Contract</p> <p>The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two(2) additional months under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.</p> <p>Canada may exercise this option at any time by sending a written notice to the Contractor at least five(5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.</p> <p>5 Authorities</p> <p>5.1 Contracting Authority</p> <p>Contact Name: Traian Coconetu Title: Senior Contracting Officer Telephone: 613-301-9709 E-mail address: <a href="mailto:traian.coconetu@justice.gc.ca">traian.coconetu@justice.gc.ca</a></p> <p>Department Name and Address: Department of Justice Canada 284 Wellington Street, EMB 1251 Ottawa, Ontario K1A 0H8 Canada</p>								

s.19(1)



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - A Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.</p> <p><b>5.2 Project/Technical Authority</b></p> <p>Contact Name: Odile Le-Do Title: A/Manager iCase Development and Support Telephone: (613) 302-3549 E-mail address: Odile.Le-Do@justice.gc.ca</p> <p>Department Name and Address: Department of Justice Canada 275 Sparks Street, TSA 12052 Ottawa, Ontario K1A 0H8 Canada</p> <p>The Project/Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project/Technical Authority; however the Project/Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.</p> <p><b>5.3 Contractor's Representative</b></p> <p>Contact Name: [REDACTED] Telephone: 613-614-4148 E-mail address: [REDACTED] 3i4c.com</p> <p><b>6 Proactive Disclosure of Contracts with Former Public Servants</b></p> <p>By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.</p> <p><b>7 Payment</b></p> <p><b>7.1 Basis of Payment</b></p>								

s.19(1)  
s.20(1)(c)



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>The Contractor will be paid the following firm all-inclusive per diem rates for work performed under this Contract, in accordance with Annex A -Statement of work, during the Contract period. Applicable Taxes are extra.</p> <p>7.1.1 Period of the Contract (From January 15, 2016 to March 31, 2016)</p> <p>Resource : [REDACTED] Per Diem Rate: [REDACTED] Level of Effort: up to a maximum of [REDACTED] days</p> <p>7.1.2 Option to Extend the Contract (From April 1, 2016 to May 31, 2016)</p> <p>Resource : [REDACTED] Per Diem Rate: [REDACTED] Level of Effort: up to a maximum of [REDACTED] days</p> <p>Definition of a Day/Proration for the purpose of this Contract:</p> <p>A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave.</p> <p>Time worked ("Days worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula: (Hours worked x applicable firm per diem rate) ÷ 7.5 hours.</p> <p>Overtime work</p> <p>The proposed resource must be available to work outside standard working hours during the duration of the Contract. No overtime charges will be authorized under this Contract.</p> <p>Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.</p> <p>7.2 Authorized travel and Living Expenses</p> <p>Canada will not pay any travel or living expenses associated with performing the Work.</p> <p>7.3 Limitation of Expenditure</p> <p>Canada's total liability to the Contractor under the Contract must not exceed \$ 34,344.00. Customs duties are included and Applicable</p>								

**Government of Canada**      **Gouvernement du Canada**

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val limite	GST% %TPS	GST Total Total TPS	Total
	<p>Taxes are extra.</p> <p>No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.</p> <p>The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:</p> <ul style="list-style-type: none"> <li>a) when it is 75 percent committed, or</li> <li>b) four (4) months before the contract expiry date, or</li> <li>c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.</li> </ul> <p>If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.</p> <p><b>8 Method of Payment</b></p> <p><b>8.1 Monthly Payment</b></p> <p>Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:</p> <ul style="list-style-type: none"> <li>a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;</li> <li>b) all such documents have been verified by Canada;</li> <li>c) the Work performed has been accepted by Canada.</li> </ul> <p><b>8.2 Payment by Direct Deposit</b></p> <p>Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract.</p> <p>To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>internet site at  <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a>.</p> <p>It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.</p> <p><b>9 Time Verification</b></p> <p>Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.</p> <p><b>10 Invoicing Instructions</b></p> <ul style="list-style-type: none"> <li>a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.</li> <li>b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.</li> <li>c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.</li> <li>d. The Contractor must provide the original and an electronic copy of each invoice to the following address:</li> </ul> <p>Department of Justice Canada      ISB Internal Services      275 Sparks Street, Room 12006      Ottawa, Ontario      K1A 0H8      Attention:      Electronic copy to: admin.services-isb@justice.gc.ca</p> <p>On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>11 No Responsibility to Pay for Work not performed due to Closure of Government Offices</p> <p>(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.</p> <p>(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.</p>								
	<p>12 Certifications Compliance</p> <p>The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract.</p> <p>If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.</p>								
	<p>13 Applicable Laws</p> <p>The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.</p>								
	<p>14 Priority of Documents</p> <p>If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.</p> <ul style="list-style-type: none"> <li>(a) the Articles of Agreement;</li> <li>(b) the general conditions 2010B (2015-03-09) ;</li> <li>(d) Annex A, Statement of Work;</li> <li>(e) Annex B, Basis of Payment</li> <li>(f) Annex C, Security Requirements Check List;</li> <li>(g) Supply Arrangement Number E60ZT-120001/205/ZT (the "Supply</li> </ul>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement/Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No of Days N° de jours	Fees /Val. Limil Taux/Val limite	GST% %TPS	GST Total Total TPS	Total
	<p>Arrangement"); and (h) the Contractor's bid dated December 14, 2015.</p> <p>15 Translation of Documentation</p> <p>The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.</p> <p>16 Replacement of Specific Individuals</p> <p>1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.</p> <p>2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:</p> <ul style="list-style-type: none"> <li>(a) the name, qualifications and experience of the proposed replacement; and</li> <li>(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.</li> </ul> <p>3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract</p> <p>17 Ownership</p> <p>1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.</p> <p>3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.</p> <p>4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.</p> <p><b>18 Limitation of Liability - Information management/Information Technology</b></p> <p>a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.</p> <p>b. First Party Liability:</p> <p>i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:</p> <p>A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";</p> <p>B. physical injury, including death.</p> <p>ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.</p> <p>iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.</p> <p>v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:</p> <p>A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and</p> <p>B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument).</p> <p>vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.</p> <p>vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.</p> <p>c. Third Party Claims:</p> <p>i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally</p>								



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
	<p>determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.</p> <p>ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.</p> <p>iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.</p>								
19	<b>Intellectual Property Infringement and Royalties</b>								
	<p>1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.</p> <p>2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.</p>								

s.19(1)  
s.20(1)(c)



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Item Article	Description	From - De Y-A M D J	To - À Y-A M D J	Consignee Code Code consignataire	No of Days N° de jours	Fees / Val Limit Taux/Val limite	GST% %TPS	GST Total Total TPS	Total
	<p>3. The Contractor has no obligation regarding claims that were only made because:</p> <p>(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or</p> <p>(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or</p> <p>(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or</p> <p>4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:</p> <p>(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or</p> <p>(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or</p> <p>(c) take back the Work and refund any part of the Contract Price that Canada has already paid.</p> <p>If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.</p>								
00010	<p>Programmer/Analyst Lev.3- [REDACTED]</p> <p>Financial Codes Codage financier 0130-18061-15-502365-3720 -4080</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	2016.01.15	2016.03.31	19402	[REDACTED]	[REDACTED]	13%	4,464.72	38,808.72

s.19(1)  
s.20(1)(c)



Gouvernement du  
Canada

From - Dated  
  
PORDONICK, KAYLA  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
  
PHONE: 613-946-9012  
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit price. GST is included in the total estimated cost. Prices include packing, packaging and one F.O.B. (including all delivery charges). Destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

A moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe sur les produits et services (TPS) n'est pas comprise dans les présentes. La TPS est comprise aux prix indiqués est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les taxes d'impostes et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001458/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représenté par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001458/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M-D-J	To - À Y-A M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Vel. limite	GST% %TPS	GST Total Total TPS	Total
00010	Facilitation Services for PB Retreat Lise Clement/Fiona Wright  Financial Codes Codage financier 0130-72000-15--3750 -1100	2016.01.28	2016.03.31	19046			13%	390.00	3,390.00

Solicitation closes - L'invitation à soumissionner prend fin le  
At - A 00:00:00

On - Le

Name and address of Vendor - Nom et adresse du fournisseur  
LANSDOWNE TECHNOLOGIES INC.  
275 SLATER ST UNIT 1001  
OTTAWA ON K1P 5H9  
CANADA  
Phone: 613-236-3333

Vendor No. - No du Fournisseur  
125505  
JUS 8200-11 (0772006)

Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats			
Date of solicitation - Date de l'invitation à soumissionner	Accounting Office Code Code du bureau comptable 19046	Requisition No. - Demande Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série 19046 16 9955	Page 1 of 1
Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de :	Request for proposal <input type="checkbox"/> Demande de proposition	Inspection Agency - Chargé de l'inspection	
Contract <input checked="" type="checkbox"/> Contrat	Destination DIRECTOR GENERAL'S OFF., PB DEPARTMENT OF JUSTICE CANADA ATT: CHRISTINE BOIRE (613) 851-0696 284 WELLINGTON, EMB-6185 OTTAWA ON K1A 0H8 CANADA	Consignee at destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-haut.	
Amendment <input type="checkbox"/> Modification	All invoices, shipping bills and packing slips must include the number indicated in this box <b>1904669955</b>	Direct inquiries to: Adresser toutes demandes de renseignements à: PORDONICK, KAYLA 613-946-9012	
	Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissances et tous les bordereaux d'accompagnement.	Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à :	
	Amendment No.-No. de la modification	DIRECTOR GENERAL'S OFF., PB DEPARTMENT OF JUSTICE CANADA ATT: CHRISTINE BOIRE (613) 851-0696 284 WELLINGTON, EMB-6185 OTTAWA ON K1A 0H8 CANADA	
Inc./Deca. - Aug./Dim.	Previous Value - Valeur précédente		
	Inc./Deca. - Aug./Dim.	Revised Value - Montant Révisé	

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out thereto. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.	State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.
Le fournisseur offre et convient de vendre à la Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les descriptions énumérées dans les présentes et dans toute autre document joint, au prix indiqué. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.	F.O.B. Point - Point FAB Destination Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles PR 1000019955 on file Signature _____ Date _____
Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à écrire ou à imprimer au nom du fournisseur (en lettres majuscules)	Total Estimated Cost Coût global estimatif \$ 3,390.00 For the Minister - Réserve au Ministre K.Pordonick Date Telephone No. - N° de tél. Jan 28, 2016
Ident. specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.	are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.
	Return the signed copy forthwith. Préfère de retourner immédiatement une copie dûment signée.



## CONTRACT SPECIFICATIONS

The following clauses and conditions apply to and form part of the resulting contract:

### 1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract:

- 1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.2 The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
- 1.3 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 1.4 The Contractor must comply with the provisions of:
  - a. Security Requirements Check List attached at Annex B;
  - b. *Industrial Security Manual* (Latest Edition).

### 2. Statement of Work

This Contract is being issued for the requirement of Facilitation Professional Services for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

#### 4. Term of Contract

The period of the Contract is from date of Contract to March 31, 2016 inclusive.

#### 5. Authorities

##### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Kayla Pordonick  
Senior Contracting Officer  
Department of Justice Canada  
284 Wellington Street, Ottawa ON, K1A 0H8  
Telephone: 613-948-2525  
Email: Kayla.Pordonick@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

##### 5.2 Project Authority

The Project Authority for the Contract is:

Elizabeth Hendy  
Director General, Programs Branch  
Department of Justice Canada



284 Wellington Street, Ottawa ON, K1A 0H8  
Telephone: 613-957-4344  
Email: Elizabeth.Hendy@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 5.3 Contractor's Representative

Telephone: 613-236-333 [REDACTED]  
Email: [REDACTED]@lansdowne.com

## 6. Payment

### 6.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$3,000.00. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 7. Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

## 8. Accounts and Audit

- 8.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 8.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 8.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 8.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

## 9. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.



Invoices must be distributed as follows:

a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## **10. No Responsibility to Pay for Work not performed due to Closure of Government Offices**

10.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

10.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

## **11. Certifications Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## **12. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## **13. Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2015-09-03) Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List;
- (e) Supply Arrangement Number E60ZT-120001/458/ZT; and
- (f) the Contractor's bid dated January 20, 2016.

## **14. Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

## **15. Replacement of Specific Individuals**

15.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

15.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

15.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that



the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

## 16 Ownership

- 16.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 16.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 16.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 16.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

## 17. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.



## ANNEX A – STATEMENT OF WORK

The facilitator(s) will deliver a half-day workshop for the Programs Branch on February 2, 2016. The purpose of the workshop to develop a "Storyline" for the Programs Branch by engaging employees in a number of activities and dialogue to gain a better understanding of each Directorates contribution to the Branch, and how the Branch forms a valuable part of "Canada's Legal Team".

### **The facilitator will:**

- Work in collaboration with the Programs Branch Planning Committee to confirm ideal workshop outcomes, and design the agenda for the workshop, including its process and methodology.
- Deliver an energized half-day workshop in English and French, using a collaborative approach, ensuring that the workshop achieves the desired outputs.
- Ensure a variety of applications are experienced by participants, including 'LEGO Serious Play' and guide discussions based on emerging themes or areas requiring deeper discussion.
- Following the workshop, provide the Programs Branch Planning Committee with a workshop summary in a visual format.
- Provide the Programs Branch with a post-event satisfaction survey that can be customized.
- Administer the survey and provide a copy of the report from the online survey tool.

### **Deliverables:**

- Finalized workshop overview and agenda
- Experiential workshop using 'LEGO Serious Play'
- Draft and Final Workshop summary in visual format
- Post Event satisfaction survey and results

s.19(1)  
s.20(1)(c)



From - Ded

BEAUV AIS-LEFORT, M  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA

PHONE: 613-952-2243  
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/786 between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/786 sont incorporées dans les présentes.

Gouvernement du Canada

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Date of solicitation - Date de l'invitation à soumissionner		Accounting Office Code Code du bureau comptable 19399	Requisition No. - Demande Ord. Off. - Bur. demand. Yr. - An. Ser. No. - N° de série 19399 16 9943	Page 1 of 1
Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de :		Inspection Agency - Chargé de l'inspection		
Request for proposal	<input type="checkbox"/> Demande de proposition			
Contract	<input checked="" type="checkbox"/> Contrat			
Amendment	<input type="checkbox"/> Modification			
All invoices, shipping bills and packing slips must include the number indicated in this box		Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissances et tous les bordereaux d'accompagnement.		
		1939969943		
Amendment No.-No. de la modification		Previous Value - Valeur précédente		
Inc./Decs. - Aug./Dim.		Revised Value - Montant Révisé		
Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à:		CORPORATE PLANNING, REPORTING & RIS DEPARTMENT OF JUSTICE CANADA ATT: RACHELLE MATTE (613-952-3858) 284 WELLINGTON STREET OTTAWA ON K1A 0H8 CANADA		
Consignee at destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-dessus.				
Direct inquiries to: Adresser toutes demandes de renseignements à: BEAUV AIS-LEFORT, M 613-952-2243				

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
00010	ERP Functional Analyst Level 2 - SAP  Financial Codes Codage financier 0130-20042-15--3720 -4050  The currency of this P.O. is - La devise de ce bon est : CAD	2016.02.02	2016.03.31	19399			13%	2,762.50	24,012.50

Solicitation closes - L'invitation à soumissionner prend fin le  
At - À 00:00:00

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

On - Le

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and address of Vendor - Nom et adresse du fournisseur

BEYOND TECHNOLOGIES CONSULTING INC  
3600-111 DUKE ST  
MONTREAL QC H3C 2M1  
CANADA

Phone: 613-858-2788

Name and title of person authorized to sign on behalf of Vendor (type or print)  
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

Signature

Feb 1, 2016

613-858-2788  
Telephone No. - N° de téléphone

State point of manufacture/shipping of goods or where service is to be performed.  
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

F.O.B. Point - Point FAB      Destination

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.  
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

PR 100019413 on 1/10      Date

Total Estimated Cost  
Coût global estimatif

\$ 24,012.50

For the Minister - Réservé au Ministre

Vendor No. - No. du Fournisseur      Fax No. - No. de Télécopie

143512

JUS 9200-11 (07/2006)

Your offer is accepted to the extent specified herein.  
Votre offre est acceptée aux conditions exposées dans les présentes.

You are requested to supply as indicated herein.  
Nous vous demandons de fournir ce qui est précisé dans les présentes.

Return the signed copy forthwith.  
Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract.  
Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

Signature

Title - Titre

000310



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition 1000019943

**ProServices  
Medium Complexity (MC)  
For Directed Contracts below 25K**

Resulting Contract Clauses  
E60ZT-120001/786/ZT

**1. Security Requirement**

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE  
COMMON-PS-SRCL#19**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level **SECRET** as required, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
  - b. *Industrial Security Manual* (Latest Edition).

**2. Statement of Work**

This bid solicitation is being issued for the requirement of Professional Services of one (1) ERP Functional Analyst – Intermediate for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

**3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

**4. General Conditions**

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

s.19(1)



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition 1000019943

## 5. Term of Contract

### 5.1 Period of the Contract

The Work is to be performed during the period of February 2, 2016 to March 31, 2016.

## 6. Authorities

### 6.1 Contracting Authority

The Contracting Authority for the Contract is:

Mélanie Beauvais-Lefort  
Contracting and Materiel Officer  
Department of Justice Canada  
284 Wellington Street - EMB Room 1257  
Ottawa, ON K1A 0H8  
Telephone: 613-952-2243  
E-mail address: melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 6.2 Project Authority

The Project Authority for the Contract is:

Claudie Besner  
Manager Financial System, FPB  
Management Sector  
Department of Justice Canada  
284 Wellington Street  
Ottawa, Ontario K1A 0H8  
Telephone: 290-0181  
E-mail address: claudie.besner@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.3 Contractor's Representative

111 Duke Street, Suite 3600  
Montreal (Quebec) H3C 2M1  
Telephone: 613-858-2788  
E-mail: [REDACTED] @beyondtechnologies.ca

s.19(1)

s.20(1)(c)



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition 1000019943

## 7. Payment

### 7.1 Basis of Payment - Limitation of Expenditure

#### 7.1.1 Basis of Payment - Professional Fees

Resource: [REDACTED]

Per Diem Rate: [REDACTED]

Level of Effort: up to a maximum of [REDACTED] days

#### 7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$21,250.00. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed; or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 7.3 Method of Payment - Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

#### 7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.



To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20 - Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services ) forming part of this Contract will not apply, until the Contractor corrects the matter.

#### 7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
  - b) The accuracy of the Contractor's time recording system.
  - c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
  - d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
- Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

#### 7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### 8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### 8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition 1000019943

evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### **9. Certifications - Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### **10. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### **11. Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions (2015-09-03) 2010B General Conditions - Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Annex B, Security requirement check list (SRCL)
- e. Supply Arrangement Number E60ZT-120001/786/ZT
- f. The Contractor's bid

#### **12. Basis for Canada's Ownership of Intellectual Property**

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

#### **13. Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.



#### 14. Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

#### 15. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

#### 16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition 1000019943

## 17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
  - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



## Annex A – Statement of work

### 1. Title

ERP Functional Analyst Level 2 – Sales Distribution Module (SAP)

### 2. Objective

Create a Working Prototype (in SBX) to accommodate the New Advance Billing Model in regards with the Legal Service Review Wave II for Cost Recovery starting at the Department of Justice in 2016-2017.

### 3. Requirement

The scope of the work will include the addition of a new business requirement for the Cost Recovery Process at Justice. In addition of the current process (monthly billings), now, advance billing will be performed for clients above \$200k (yearly forecast). Billings will be done 3 times a year (50% in May, 40% in August and 10% in Nov). The revenue will be recognized monthly against actual costs.

### 4. Tasks and Deliverables

- Identify, evaluate, recommend and implement SAP configuration solution(s) to support advance billing for identified clients under the advance billing regime.
- Identify, evaluate, recommend and implement SAP configuration solution(s) to support the generation of advance billing journal entry transactions the clients above \$200k. (prepaid)
- Identify, evaluate, recommend and implement configuration solution(s) to support the Cost Recovery Recognized Revenue Process for clients above \$200K.
- Identify, evaluate, recommend and implement SAP configuration solution(s) to support the Monthly Billing Process for FI invoices for clients over \$200K

### 5. Deliverables and Acceptance Criteria

- Configuration and testing to be completed by March 31<sup>st</sup> in Sandbox for new fiscal year starting April 1<sup>st</sup>, 2016
- Documentation of all steps for configuration and development to allow Justice to reproduce work in the Department of Justice IFMS landscape.

### 6. Access to Systems

The Contractor will be given access to SAP system including all landscapes

### 7. Primary location of work, work site and delivery point

Department of Justice  
284 Wellington Street  
Ottawa, Ontario  
K1A 0H8



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition 1000019943

**8. Travel**

No travel is required for this contract



**Department of Justice  
Canada**

Ministère de la Justice  
Canada

Requisition 1000019943

## Annex B – Security Requirements Check List (SRCL)

Government of Canada	Gouvernement du Canada	Contract Number / Numéro du contrat																																																											
		Common P5 SPOLVIB																																																											
		Security Classification / Classification de sécurité UNCLASSIFIED																																																											
<b>SECURITY REQUIREMENTS CHECK LIST (SRCL)</b> <b>LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)</b>																																																													
DEFENCE AND COMMUNICATIONS EQUIPMENT CONTRACTING DIRECTORATE																																																													
Ottawa Government Department or Organization / Ministère ou Gouvernement de l'Organisation		Branch or Directorate / Direction ou Bureau/Département																																																											
Ministère des Transports / Gouvernement du Canada		Acquisitions Branch																																																											
3. (a) Contract Number / Numéro du contrat de sous-traitance		3. (b) Name and Address of subcontractor / Nom et adresse du sous-traitant																																																											
4. Brief Description of Work / Brève description du travail																																																													
Professional Services - Building Codes and Supply Arrangements																																																													
<p>5. (a) Will the supplier require access to Controlled Goods?</p> <p>Le fournisseur aura-t-il accès à des marchandises contrôlées?</p> <p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No      <input type="checkbox"/> Unc.</p> <p>5. (b) Will the supplier require access to Uncontrolled Military Articles due subject to the provisions of the Technical Data Control Regulations?</p> <p>Le fournisseur a-t-il accès à des documents techniques militaires non classifiés qui sont assujettis aux dispositions du Règlement sur le contrôle des données techniques?</p> <p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No      <input type="checkbox"/> Unc.</p> <p>5. (c) Indicate the type of access required / Indiquer le type d'accès requis</p> <p>5. (d) Will the supplier and its employees (civil, military, contractors) have access to PROTECTED and/or CLASSIFIED information or data?</p> <p>Le fournisseur et ses employés (civil, militaire, sous-traitants) auront accès à des renseignements ou à des données PROTEGÉS ET/OU CLASSIFIÉS?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No      <input checked="" type="checkbox"/> Unc.</p> <p>5. (e) Will the supplier and its employees (civil, military, contractors) require access to restricted areas in the facility? No access / Pas d'accès / PROTECTED and/or CLASSIFIED information or data is permitted.</p> <p>Le fournisseur et ses employés (civil, militaire, sous-traitants) auront accès à des zones d'accès restreintes? L'accès à une zone restreinte ou à des données PROTEGÉES ET/OU CLASSIFIÉES n'est pas autorisé.</p> <p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No      <input type="checkbox"/> Unc.</p> <p>5. (f) Is it a condition of this contract or delivery requirement that no employee sign off?</p> <p>Est-ce qu'il y a un critère de messagerie ou de notation contractuelle sans entrappe de signature?</p> <p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No      <input type="checkbox"/> Unc.</p> <p>5. (g) Indicate the level of information that the supplier will be required to account for / Indiquer la niveau d'information que le fournisseur devra avoir recours</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Canada</th> <th style="width: 25%;">NATO / OTAN</th> <th style="width: 25%;">Parligr. / Eurameric.</th> </tr> </thead> <tbody> <tr> <td>(i) Release restrictions / Restrictions relatives à la diffusion</td> <td></td> <td></td> </tr> <tr> <td>No release restriction Aucune restriction relative à la diffusion</td> <td><input checked="" type="checkbox"/> All NATO countries Tous les pays de l'OTAN</td> <td><input type="checkbox"/> No release restriction Aucune restriction relative à la diffusion</td> </tr> <tr> <td>Non-releasable A non releasable</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Restricted to / Limite à :</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/> Restricted to / Limite à :</td> </tr> <tr> <td>Specify country(ies) / Preciser le(s) pays :</td> <td colspan="2">Specify country(ies) / Preciser le(s) pays :</td> </tr> </tbody> </table> <p>7. List of Information / Liste d'information</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">PROTECTED A</th> <th style="width: 25%;">NATO UNCLASSIFIED</th> <th style="width: 25%;">PROTECTED A</th> </tr> </thead> <tbody> <tr> <td><input checked="" type="checkbox"/> PROTECTED A</td> <td><input type="checkbox"/> NATO UNCLASSIFIED</td> <td><input type="checkbox"/> PROTECTED A</td> </tr> <tr> <td><input checked="" type="checkbox"/> PROTECTED B</td> <td><input type="checkbox"/> NATO NON CLASSIFIED</td> <td><input type="checkbox"/> PROTECTED B</td> </tr> <tr> <td><input checked="" type="checkbox"/> PROTECTED C</td> <td><input type="checkbox"/> NATO RESTRICTED</td> <td><input type="checkbox"/> PROTECTED C</td> </tr> <tr> <td><input checked="" type="checkbox"/> PROTECTÉ C</td> <td><input type="checkbox"/> NATO DIFFUSION RESTREINTE</td> <td><input type="checkbox"/> PROTECTÉ C</td> </tr> <tr> <td><input checked="" type="checkbox"/> CONFIDENTIAL</td> <td><input type="checkbox"/> NATO CONFIDENTIAL</td> <td><input type="checkbox"/> CONFIDENTIAL</td> </tr> <tr> <td><input checked="" type="checkbox"/> CONFIDENTIEL</td> <td><input type="checkbox"/> NATO SECRET</td> <td><input type="checkbox"/> CONFIDENTIEL</td> </tr> <tr> <td><input checked="" type="checkbox"/> SECRET</td> <td><input type="checkbox"/> COSMIC TOP SECRET</td> <td><input type="checkbox"/> SECRET</td> </tr> <tr> <td><input checked="" type="checkbox"/> SECRET</td> <td><input type="checkbox"/> COSMIC TRÈS SECRET</td> <td><input type="checkbox"/> SECRET</td> </tr> <tr> <td><input type="checkbox"/> TOP SECRET</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/> TOP SECRET</td> </tr> <tr> <td><input type="checkbox"/> TRES SECRET</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/> TRES SECRET</td> </tr> <tr> <td><input type="checkbox"/> TOP SECRET (SIGHT)</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/> TOP SECRET (SIGHT)</td> </tr> <tr> <td><input type="checkbox"/> TRES SECRET (SIGHT)</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/> TRES SECRET (SIGHT)</td> </tr> </tbody> </table>					Canada	NATO / OTAN	Parligr. / Eurameric.	(i) Release restrictions / Restrictions relatives à la diffusion			No release restriction Aucune restriction relative à la diffusion	<input checked="" type="checkbox"/> All NATO countries Tous les pays de l'OTAN	<input type="checkbox"/> No release restriction Aucune restriction relative à la diffusion	Non-releasable A non releasable	<input type="checkbox"/>	<input type="checkbox"/>	Restricted to / Limite à :	<input type="checkbox"/>	<input type="checkbox"/> Restricted to / Limite à :	Specify country(ies) / Preciser le(s) pays :	Specify country(ies) / Preciser le(s) pays :		PROTECTED A	NATO UNCLASSIFIED	PROTECTED A	<input checked="" type="checkbox"/> PROTECTED A	<input type="checkbox"/> NATO UNCLASSIFIED	<input type="checkbox"/> PROTECTED A	<input checked="" type="checkbox"/> PROTECTED B	<input type="checkbox"/> NATO NON CLASSIFIED	<input type="checkbox"/> PROTECTED B	<input checked="" type="checkbox"/> PROTECTED C	<input type="checkbox"/> NATO RESTRICTED	<input type="checkbox"/> PROTECTED C	<input checked="" type="checkbox"/> PROTECTÉ C	<input type="checkbox"/> NATO DIFFUSION RESTREINTE	<input type="checkbox"/> PROTECTÉ C	<input checked="" type="checkbox"/> CONFIDENTIAL	<input type="checkbox"/> NATO CONFIDENTIAL	<input type="checkbox"/> CONFIDENTIAL	<input checked="" type="checkbox"/> CONFIDENTIEL	<input type="checkbox"/> NATO SECRET	<input type="checkbox"/> CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET	<input type="checkbox"/> COSMIC TOP SECRET	<input type="checkbox"/> SECRET	<input checked="" type="checkbox"/> SECRET	<input type="checkbox"/> COSMIC TRÈS SECRET	<input type="checkbox"/> SECRET	<input type="checkbox"/> TOP SECRET	<input type="checkbox"/>	<input type="checkbox"/> TOP SECRET	<input type="checkbox"/> TRES SECRET	<input type="checkbox"/>	<input type="checkbox"/> TRES SECRET	<input type="checkbox"/> TOP SECRET (SIGHT)	<input type="checkbox"/>	<input type="checkbox"/> TOP SECRET (SIGHT)	<input type="checkbox"/> TRES SECRET (SIGHT)	<input type="checkbox"/>	<input type="checkbox"/> TRES SECRET (SIGHT)
Canada	NATO / OTAN	Parligr. / Eurameric.																																																											
(i) Release restrictions / Restrictions relatives à la diffusion																																																													
No release restriction Aucune restriction relative à la diffusion	<input checked="" type="checkbox"/> All NATO countries Tous les pays de l'OTAN	<input type="checkbox"/> No release restriction Aucune restriction relative à la diffusion																																																											
Non-releasable A non releasable	<input type="checkbox"/>	<input type="checkbox"/>																																																											
Restricted to / Limite à :	<input type="checkbox"/>	<input type="checkbox"/> Restricted to / Limite à :																																																											
Specify country(ies) / Preciser le(s) pays :	Specify country(ies) / Preciser le(s) pays :																																																												
PROTECTED A	NATO UNCLASSIFIED	PROTECTED A																																																											
<input checked="" type="checkbox"/> PROTECTED A	<input type="checkbox"/> NATO UNCLASSIFIED	<input type="checkbox"/> PROTECTED A																																																											
<input checked="" type="checkbox"/> PROTECTED B	<input type="checkbox"/> NATO NON CLASSIFIED	<input type="checkbox"/> PROTECTED B																																																											
<input checked="" type="checkbox"/> PROTECTED C	<input type="checkbox"/> NATO RESTRICTED	<input type="checkbox"/> PROTECTED C																																																											
<input checked="" type="checkbox"/> PROTECTÉ C	<input type="checkbox"/> NATO DIFFUSION RESTREINTE	<input type="checkbox"/> PROTECTÉ C																																																											
<input checked="" type="checkbox"/> CONFIDENTIAL	<input type="checkbox"/> NATO CONFIDENTIAL	<input type="checkbox"/> CONFIDENTIAL																																																											
<input checked="" type="checkbox"/> CONFIDENTIEL	<input type="checkbox"/> NATO SECRET	<input type="checkbox"/> CONFIDENTIEL																																																											
<input checked="" type="checkbox"/> SECRET	<input type="checkbox"/> COSMIC TOP SECRET	<input type="checkbox"/> SECRET																																																											
<input checked="" type="checkbox"/> SECRET	<input type="checkbox"/> COSMIC TRÈS SECRET	<input type="checkbox"/> SECRET																																																											
<input type="checkbox"/> TOP SECRET	<input type="checkbox"/>	<input type="checkbox"/> TOP SECRET																																																											
<input type="checkbox"/> TRES SECRET	<input type="checkbox"/>	<input type="checkbox"/> TRES SECRET																																																											
<input type="checkbox"/> TOP SECRET (SIGHT)	<input type="checkbox"/>	<input type="checkbox"/> TOP SECRET (SIGHT)																																																											
<input type="checkbox"/> TRES SECRET (SIGHT)	<input type="checkbox"/>	<input type="checkbox"/> TRES SECRET (SIGHT)																																																											

TB-2/9(CT 300-105)(2004-12)

Security Classification / Classification de sécurité  
UNCLASSIFIED / NON CLASSE

Canada





Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition No. 1000020101

Resulting Contract Clauses  
E60ZT-120001/501/ZT

#### 1. Security Requirement

##### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#9

1. The Contractor must, at all times during the performance of the Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED Information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of PROTECTED B.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
  - b. *Industrial Security Manual* (Latest Edition).

#### 2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of two (2) Facilitator consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

#### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 4. General Conditions

2010B-2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

#### 5. Term of Contract

##### 5.1 Period of the Contract

The Work is to be performed during the period of February 12, 2016 to March 31st, 2016.

**S.19(1)**



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition No. - 1000020101

**6. Authorities**

**6.1 Contracting Authority**

The Contracting Authority for the Contract is:  
Beverly Charette  
Director of Contracting and Materiel Management  
Department of Justice Canada  
Ottawa, ON K1A 0H8

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

**6.2 Project Authority**

The Project Authority for the Contract is:  
Michel Brazeau  
Director General  
Human Resource  
Department of Justice Canada  
275 Sparks Street, SAT - 9101  
Ottawa, Ontario K1A 0H8  
Telephone: 613-941-1867  
E-mail address: [michel.brazeau@justice.gc.ca](mailto:michel.brazeau@justice.gc.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**6.3 Contractor's Representative**

[REDACTED]  
108 Duford street  
Ottawa ON K1S 2C4  
Telephone: 613-857-5149  
Email: [REDACTED]@dennery.ca

**7. Payment**

**7.1 Basis of Payment**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of \$8,837.50 Customs duties are included and Applicable Taxes are extra.

s.19(1)  
s.20(1)(c)



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition No. - 1000020101

Consultant: D. Denney  
Per Diem Rate: \$1,600.00 plus taxes

Consultant: M. Dornagalski  
Per Diem Rate: \$925 plus taxes

Payment for the work performed shall be made on the following basis:

Activity	Estimated Level of Effort	
Step I: Prepare	day	
Step II: Design	day	
Step III: Facilitate	days	days
Step IV: Document	day	days
Total:	days	days
Professional Fees:	\$5,600.00	\$3,237.50
Sub-total	\$8,837.50	
HST	\$1,148.87	
TOTAL	\$9,986.37	

**7.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$8,837.50. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:  
a. when it is 75 percent committed, or  
b. four (4) months before the contract expiry date, or  
c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,  
whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.



#### 7.3 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

#### 7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 – Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20 – Payment Period and Article 21 – Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) – Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

#### 7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
  - b) The accuracy of the Contractor's time recording system.
  - c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
  - d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
- Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition No. - 1000020101

#### **7.6 Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### **8. Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:  
a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Solange Labb   
Administrative Assistant  
Human Resources Branch  
275 Sparks Street, SAT - 9031  
Ottawa Ontario, K1A 0H8  
Telephone: 613-946-7476  
E-mail: [solange.labb @justice.gc.ca](mailto:solange.labb @justice.gc.ca)

#### **8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices**

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### **9. Certifications - Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### **10. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



**11. Priority of Documents**

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Supply Arrangement Number E60ZT-120001/501/ZT
- e. The Contractor's bid

**12 Basis for Canada's Ownership of Intellectual Property**

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

**13. Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

**14. Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



Department of Justice  
Canada

Ministère de la Justice  
Canada

Regulation No. - 100029101

#### 16. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

#### 16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

#### 17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or



- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition No. - 1000020101

#### Annexe A – Statement of Work

- 1 TITLE**  
Design and facilitation support for the Human Resources Branch Executive Retreat to be held on February 16<sup>th</sup> and 17<sup>th</sup>, 2016
- 2 OBJECTIVE**  
Facilitate in-depth conversations about the impact of change on staff and service operations, as well as priorities for your business transformation for the coming year.
- 3 BACKGROUND STATEMENT**  
The Human Resources Branch is organizing an executive retreat focused on Leadership in Service Excellence. This retreat is key to bringing the extended management team up to date regarding organizational changes and aligning team efforts to deliver on priorities for the coming year.
- 4 REQUIREMENT DESCRIPTION**  
Provide design and facilitation at a Human Resources Executive Retreat February 16 and 17, 2016.
  - 4.1 Scope**  
**Preparation:**
    - Meet lead organizers; familiarize with documentation**Design:**
    - Develop facilitated approach for Change Management
    - Provide overall advice on the Agenda
    - Development/adaptation of meeting materials and handouts**Facilitate:**
    - Facilitation of the two-day retreat
    - Debrief after Day 1 and review of highlights**Document:**
    - Familiarization with background plans/reports
    - Detailed note taking during the retreat
    - Synthesis Report post retreat
  - 4.2 Tasks / Detailed Services**  
**Step I: Prepare ~ Meet with lead organizers; familiarize with documentation**
    - Two meetings with leaders to agree on overall approach and clarify deliverables.
    - Review documentation regarding plans and priorities in relevant areas.



**Step II: Design**

- Develop facilitated approach for Change Management and Simple Rules components.
- Provide overall advice on the 2 day Agenda.
- This includes the development/adaptation of meeting materials and handouts for participants for the components.

**Step III: Facilitate**

- Facilitation of the two-day retreat
- Debrief after Day 1 and review of highlights with clients

**Step IV Document**

- Familiarization with background plans/reports
- Detailed note taking during the retreat
- Synthesis Report post retreat

**4.3 Deliverables and Acceptance Criteria**

**Step I: Prepare – Meet lead organizers; familiarize with documentation**

- Two meetings (1 teleconference and 1 in person) with leaders to agree on overall approach and clarify deliverables.
- Review documentation regarding plans and priorities in relevant areas.

**Step II: Design**

- Develop facilitated approach for Change Management and Simple Rules components.
- Provide overall advice on the 2 day Agenda.
- This includes the development/adaptation of meeting materials and handouts for participants for the components.

**Step III: Facilitate**

- Facilitation of the two-day retreat
- Debrief after Day 1 and review of highlights with clients

**Step IV Document**

- Familiarization with background plans/reports
- Detailed note taking during the retreat
- Synthesis Report post retreat

**4.4 Language Requirements**

- Facilitation services will be provided in both official languages
- Meeting materials and handouts will be bilingual
- Synthesis Report post retreat will be prepared in English

**4.5 Location of Service Delivery**

Ottawa, Ontario (National Capital Region)



Government of  
Canada

Gouvernement du  
Canada

s.19(1)  
s.20(1)(c)

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded

PORDONICK, KAYLA  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
PHONE: 613-946-9012  
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/259/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/259/ZT** sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
00010	L3 Enterprise Architect - [REDACTED]  Financial Codes Codage financier 0130-19090-15-502291-3720 - 4070  ===== The currency of this P.O. is - La devise de ce bon est : CAD	2016.02.25	2016.03.31	19294			13%	2,808.00	24,408.00

Solicitation closes - L'invitation à soumissionner prend fin le At - À 00:00:00	The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.	State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.		
On - Le	The fournissoir offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournissoir éventuel seront considérées comme des offres de vente.	F.O.B. Point - Point FAB      Destination		
Name and address of Vendor - Nom et adresse du fournisseur  PROTAK CONSULTING GROUP INC 1100-343 PRESTON ST OTTAWA ON K1S 1N4 CANADA  Phone: 613-866-2449	Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)	Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles <i>PR 1000030112 on file</i> Signature Date		
Vendor No.- No du Fournisseur 143252	Date 02/25/2016	Telephone No. - N° de téléphone 613.866.2449	Total Estimated Cost Coût global estimatif \$ 24,408.00	
Fax No.- No. de Télécopie 613-249-3996	Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.	You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.	Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.	The Vendor hereby accepts/acknowledges this contract. Le fournissoir reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.



Department of Justice  
Canada Ministère de la Justice  
Canada

Contract # 1929460112  
Protak Consulting Group Inc.

## CONTRACT SPECIFICATIONS

### 1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6

- 1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.2 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 1.3 The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 1.5 The Contractor must comply with the provisions of the:
  - a) Security Requirements Check List, attached at Annex B;
  - b) Industrial Security Manual (Latest Edition).

### 2. Statement of Work

This Contract is being issued for the requirement of Professional Services of an Enterprise Architect to assist with gaining a better understanding of the current search configuration and develop a strategy/plan to gain operational efficiencies for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).

The work to be performed is detailed under Annex A - Statement of Work.

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 Integrity Provisions – Contract, of General Conditions 2010B incorporated by reference above is deleted in its entirety and replace with the following:

#### 31 Code of Conduct and Certifications

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.
2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following: a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies; b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following: a) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or b) paragraph 80(1)(d)



Department of Justice  
Canada      Ministère de la Justice  
Canada

Contract # 1929460112  
Protak Consulting Group Inc.

(False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly: a) either one controls or has the power to control the other, or b) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.

5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.

6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### **3.2 Specific Person(s)**

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

- Mike Maadarani

### **3.3 Non-Disclosure Agreement**

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex C, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

## **4. Term of Contract**

### **4.1 Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2016 inclusive.

## **5. Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Kayla Pordonick  
Senior Contracting Officer  
Department of Justice Canada  
284 Wellington Street, Ottawa ON, K1A 0H8  
Telephone: 613-948-2525  
Email: [Kayla.Pordonick@justice.gc.ca](mailto:Kayla.Pordonick@justice.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### **5.2 Project Authority**

The Project Authority for the Contract is:

Francisco Braga  
Manager – Digital Workspace  
Department of Justice Canada  
284 Wellington Street, Ottawa ON, K1A 0H8  
Telephone: 613-868-7973  
Email: [Francisco.Braga@justice.gc.ca](mailto:Francisco.Braga@justice.gc.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes

s.19(1)

s.20(1)(c)

 Department of Justice Canada Ministère de la Justice Canada

Contract # 1929460112  
Protak Consulting Group Inc.

to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 5.3 Contractor's Representative

Telephone: 613-866-2449  
Email: [@protakgroup.com](mailto:@protakgroup.com)

### 6. Payment

#### 6.1 Basis of Payment – Firm Per Diem Rate

The Contractor will be paid the firm per diem rate as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Resource: Mike Maadarani

Category: Senior Application/Software Architect

Firm Per Diem Rate: \$1,200.00

Estimated Level of Effort: up to a maximum of 18 days

#### 6.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

#### 6.3 Limitation of Expenditure

6.3.1 Canada's total liability to the Contractor under the Contract must not exceed \$21,600.00. Customs duties are included and Applicable Taxes are extra.

6.3.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.3.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 6.4 Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

#### 6.5 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.



Department of Justice  
Canada      Ministère de la Justice  
Canada

Contract # 1929460112  
Protak Consulting Group Inc.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract will not apply, until the Contractor corrects the matter.

## 7. Accounts and Audit

7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

## 8. Invoicing Instructions

8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

8.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment:  
Catherine Charbonneau  
Project Support Officer  
Department of Justice Canada  
275 Sparks Street, Ottawa ON, K1A 0H8  
Telephone: 613-863-5383  
Email: [Catherine.Charbonneau@justice.gc.ca](mailto:Catherine.Charbonneau@justice.gc.ca)

## 9. No Responsibility to Pay for Work not performed due to Closure of Government Offices

9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.



Department of Justice  
Canada Ministère de la Justice  
Canada

Contract # 1929460112  
Protak Consulting Group Inc.

## 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List
- (e) Annex C, Non-Disclosure Agreement;
- (f) Annex D, Recipient Electronic Payment Registration Request Form;
- (g) Supply Arrangement Number E60ZT-120001/259/ZT; and
- (h) the Contractor's bid dated January 18, 2016.

## 12. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

## 13. Replacement of Specific Individuals

13.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

13.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada

13.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

## 14. Ownership

14.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

14.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

14.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

14.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.



Department of Justice  
Canada      Ministère de la Justice  
Canada

Contract # 1929460112  
Protak Consulting Group Inc.

## 15. Limitation of Liability – Information Management/Information Technology

15.1 Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

### 15.2 First Party Liability:

15.2.1 The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:

- a) any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
- b) physical injury, including death.

15.2.2 The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.

15.2.3 Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

15.2.4 The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.

15.2.5 The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:

- a) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
- b) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).

15.2.6 In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.

15.2.7 If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

### 15.3 Third Party Claims:

15.3.1 Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

15.3.2 If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to



Department of Justice  
Canada

Ministère de la Justice  
Canada

Contract # 1929460112  
Protak Consulting Group Inc.

special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

15.3.3 The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.



Department of Justice  
Canada      Ministère de la Justice  
Canada

Contract # 1929460112  
Protak Consulting Group Inc.

## ANNEX A – STATEMENT OF WORK

### 1. TITLE

Enterprise Architect – MS SharePoint – Enterprise Search

### 2. BACKGROUND

The Department of Justice (JUS) has identified the need for search capabilities. With that said, an enterprise architect is required to assist JUS with gaining a better understanding of the current search configuration and develop a strategy/plan to gain operational efficiencies. As part of this strategy, the connection of metadata from business to technical will be required to improve search results and at the same time plan for search server improvements considering the amount of data that needs to go through.

### 3. REQUIREMENT

The Contractor will be required to provide:

- Enterprise Search Strategy for search requirements using SharePoint 2013 that will address:
  - Indexing of files and information across the SharePoint infrastructure
  - Serving a range of user requirements, from complex research to simple fact checking, and supporting business-critical processes through customized search capabilities;
  - While respecting all document-level security restraints imposed by the originating content repositories involved
- Strategy for crawl function for GCDOCS and plan for federated search

### 4. TASKS AND DELIVERABLES

A report will need to be completed by the Contractor. The Contractor will also be responsible for providing updates on a weekly basis to the Project Authority. All tasks/deliverables will need to be completed before March 31, 2016.

### 5. PRIMARY LOCATION OF WORK, WORK SITE AND DELIVERY POINT

The Contractor will be required to work at the following address: Department of Justice, 284 Wellington Street, Ottawa, Ontario, K1A 0H8 and/or the Contractor's premises, as required and agreed upon by the Project Authority in the case of creation of documentation/planning that does not involve direct work with Justice documents and sensitive information.

### 6. LANGUAGE OF WORK

The Contractor's resource must provide services and all deliverables in English.

### 7. TRAVEL

The Contractor will be responsible for their own travel and expenses in order to work onsite in order to fulfill the terms of their contract.

### 8. CONSTRAINTS

The Contractor will be required to:

- (i) Remain within the budget allocated under this contract
- (ii) Immediately bring to the attention of the Project Authority any problem or concerns he/she may face in delivering his/her mandate.

s.19(1)  
s.20(1)(c)

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Date of solicitation - Date de l'invitation à soumissionner		Accounting Office Code Code du bureau comptable 19294	Requisition No. - Demande Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série 19294 16 0113	Page 1 of 1
				Inspection Agency - Chargé de l'inspection
Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de :		Destination DW-DIR PROJECT SERVICES DEPARTMENT OF JUSTICE CANADA ATT: CATHERINE CHARBONNEAU (613-941- 275 SPARKS ST ROOM 11014 OTTAWA ON K1R 7X9 CANADA		Consignee at destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-dessus.
Request for proposal <input type="checkbox"/> Demande de proposition				Direct inquiries to: Adresser toutes demandes de renseignements à : PORDONICK, KAYLA 613-946-9012
Contract <input checked="" type="checkbox"/> Contrat				
Amendment <input type="checkbox"/> Modification				
be in Canadian funds and include applicable Canadian customs excluded from unit prices. GST is extra as applicable to the unit packing, packaging and are F.O.B. (including all delivery charges) for provincial taxes, see the Supply Arrangement.		All invoices, shipping bills and packing slips must include the number indicated in this box <b>1929460113</b>		Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à :
Couronne, tous les prix seront en monnaie canadienne, les droits sur les produits et services (TPS) n'est pas comprise dans les TPS est comprise dans le coût total estimatif. Les prix comprennent tous les frais de livraison) aux destinations indiquées dans les concerne les taxes provinciales, voir l'Arrangement en matière		Amendment No.-No. de la modification Inc./Decs. - Aug./Dim.	Previous Value - Valeur précédente Revised Value - Montant Révisé	DW-DIR PROJECT SERVICES DEPARTMENT OF JUSTICE CANADA ATT: CATHERINE CHARBONNEAU (613-941- 275 SPARKS ST ROOM 11014 OTTAWA ON K1R 7X9 CANADA

and any other person authorized to act on the Minister's behalf.

toute autre personne désignée pour le remplacer.

it Serial No. E60ZT-120001/426/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

ovisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/426/ZT

Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
ct - on SP2013 sites	2016.02.25	2016.03.31	19294			13%	2,870.40	24,950.40

Amount  
Montant  
11-3720 -4070 22,080.00

P.O. is - La devise de ce bon est : CAD

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.		State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.	
Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.		F.O.B. Point - Point FAB      Destination	
Name and title / Nom et titre de _____ authorized to sign on behalf of Vendor (type or print) Nom et titre de _____ autorisée à signer au nom du fournisseur (saisissez ou imprimez).		Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles	
29 Feb 2016 Date		PR 1000020113 on file Signature _____ Date _____	
Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.		Total Estimated Cost Coût global estimatif \$ 24,950.40	
You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.		Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.	

du présent contrat et qu'il l'accepte.

le  
000341

s.19(1)  
s.20(1)(c)



Government of  
Canada

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

From - Ded  
  
PORDONICK, KAYLA  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
PHONE: 613-946-9012  
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of **Justice Canada** and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No. **E60ZT-120001/426/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/426/ZT** sont incorporées dans les présentes.

Date of solicitation - Date de l'invitation à soumissionner		Accounting Office Code Code du bureau comptable 19294	Requisition No. - Demande Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série 19294 16 0113	Page 1 of 1
Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de :		Inspection Agency - Chargé de l'inspection Consignee at destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-dessus.		
Request for proposal <input type="checkbox"/> Demande de proposition Contract <input checked="" type="checkbox"/> Contrat Amendment <input type="checkbox"/> Modification		Destination <b>DW-DIR PROJECT SERVICES DEPARTMENT OF JUSTICE CANADA ATT: CATHERINE CHARBONNEAU (613-941-275 SPARKS ST ROOM 11014 OTTAWA ON K1R 7X9 CANADA)</b>		
All invoices, shipping bills and packing slips must include the number indicated in this box. <b>1929460113</b>		Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à: <b>DW-DIR PROJECT SERVICES DEPARTMENT OF JUSTICE CANADA ATT: CATHERINE CHARBONNEAU (613-941-275 SPARKS ST ROOM 11014 OTTAWA ON K1R 7X9 CANADA)</b>		
Amendment No.-No. de la modification Inc./Decs. - Aug./Dim.		Previous Value - Valeur précédente Revised Value - Montant Révisé		

Item Article	Description	From - De Y-A-M D-J	To - À Y-A-M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
00010	Senior SharePoint Architect - Accessibility Testing on SP2013 sites  Financial Codes Codage financier 0130-19090-15-502291-3720 -4070  The currency of this P.O. is - La devise de ce bon est : CAD	2016.02.25	2016.03.31	19294			13%	2,870.40	24,950.40

Solicitation closes - L'invitation à soumissionner prend fin le  
At - À 00:00:00

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out thereto. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

On - Le

The vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out thereto. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Name and address of Vendor - Nom et adresse du fournisseur  
**ORANGUTECH INC.**  
204-116 ALBERT ST  
OTTAWA ON K1P 5G3  
CANADA  
Phone: (613) 355-9835

Name and title of person authorized to sign on behalf of Vendor (type or print)  
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

Signature	Date	Telephone No. - N° de téléphone	Total Estimated Cost Coût global estimatif \$ 24,950.40	For the Minister - Réservé au Ministre Signature Date <i>K.Pordonick</i>
<input type="checkbox"/> Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.	<input type="checkbox"/> You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.	<input type="checkbox"/> Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.	The vendor hereby accepts/acknowledges this contract. Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.	
Vendor No. - No. du Fournisseur 128878	Fax No. - No. de Télécopie JUS 9200-11 (07/2006)	Signature	Title - Titre 000342	



Department of Justice  
Canada Ministère de la Justice  
Canada

Contract # 1929460113  
Orangutech Inc.

## CONTRACT SPECIFICATIONS

### 1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6

- 1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.2 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 1.3 The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 1.5 The Contractor must comply with the provisions of the:
  - a) Security Requirements Check List, attached at Annex B;
  - b) Industrial Security Manual (Latest Edition).

### 2. Statement of Work

This Contract is being issued for the requirement of Professional Services of a Senior Application/Software Architect to complete a Digital Workspace Accessibility Assessment for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).

The work to be performed is detailed under Annex A - Statement of Work.

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 Integrity Provisions – Contract, of General Conditions 2010B incorporated by reference above is deleted in its entirety and replace with the following:

#### 31 Code of Conduct and Certifications

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.
2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following: a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies; b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following: a) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or b) paragraph 80(1)(d)



Department of Justice  
Canada      Ministère de la Justice  
Canada

Contract # 1929460113  
Orangutech Inc.

(False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly: a) either one controls or has the power to control the other, or b) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.

5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.

6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### **3.2 Specific Person(s)**

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

- Graeme Jones

### **3.3 Non-Disclosure Agreement**

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex C, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

## **4. Term of Contract**

### **4.1 Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2016 inclusive.

## **5. Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Kayla Pordonick  
Senior Contracting Officer  
Department of Justice Canada  
284 Wellington Street, Ottawa ON, K1A 0H8  
Telephone: 613-948-2525  
Email: [Kayla.Pordonick@justice.gc.ca](mailto:Kayla.Pordonick@justice.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### **5.2 Project Authority**

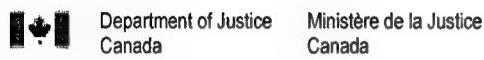
The Project Authority for the Contract is:

Francisco Braga  
Manager – Digital Workspace  
Department of Justice Canada  
284 Wellington Street, Ottawa ON, K1A 0H8  
Telephone: 613-868-7973  
Email: [Francisco.Braga@justice.gc.ca](mailto:Francisco.Braga@justice.gc.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes

s.19(1)

s.20(1)(c)



Contract # 1929460113  
Orangutech Inc.

to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 5.3 Contractor's Representative

Telephone: 613-288-2840 ext. [REDACTED]  
Email: [REDACTED] @orangutech.com

### 6. Payment

#### 6.1 Basis of Payment – Firm Per Diem Rate

The Contractor will be paid the firm per diem rate as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Resource: [REDACTED]

Category: Senior Application/Software Architect

Firm Per Diem Rate: [REDACTED]

Estimated Level of Effort: up to a maximum of [REDACTED] days

#### 6.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

#### 6.3 Limitation of Expenditure

6.3.1 Canada's total liability to the Contractor under the Contract must not exceed \$22,080.00. Customs duties are included and Applicable Taxes are extra.

6.3.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.3.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 6.4 Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

#### 6.5 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract will not apply, until the Contractor corrects the matter.

## **7. Accounts and Audit**

7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

## **8. Invoicing Instructions**

8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

8.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment:  
Catherine Charbonneau  
Project Support Officer  
Department of Justice Canada  
275 Sparks Street, Ottawa ON, K1A 0H8  
Telephone: 613-863-5383  
Email: [Catherine.Charbonneau@justice.gc.ca](mailto:Catherine.Charbonneau@justice.gc.ca)

## **9. No Responsibility to Pay for Work not performed due to Closure of Government Offices**

9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.



## 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List
- (e) Annex C, Non-Disclosure Agreement;
- (f) Annex D, Recipient Electronic Payment Registration Request Form;
- (g) Supply Arrangement Number E60ZT-120001/426/ZT; and
- (h) the Contractor's bid dated January 2016.

## 12. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

## 13. Replacement of Specific Individuals

13.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

13.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada

13.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

## 14. Ownership

14.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

14.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

14.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

14.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.



## 15. Limitation of Liability – Information Management/Information Technology

15.1 Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

### 15.2 First Party Liability:

15.2.1 The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:

- a) any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
- b) physical injury, including death.

15.2.2 The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.

15.2.3 Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

15.2.4 The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.

15.2.5 The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:

- a) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
- b) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).

15.2.6 In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.

15.2.7 If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

### 15.3 Third Party Claims:

15.3.1 Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

15.3.2 If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to



Department of Justice  
Canada      Ministère de la Justice  
Canada

Contract # 1929460113  
Orangutech Inc.

special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

15.3.3 The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

## ANNEX A – STATEMENT OF WORK

### 1. TITLE

Department of Justice Canada Digital Workspace Accessibility Assessment

### 2. BACKGROUND

The Department of Justice (JUS) Digital Workspace Team has a need to acquire professional services to assist with their SharePoint 2013 accessibility and usability review.

### 3. REQUIREMENT

The Contractor will be required to provide:

- A thorough WCAG 2.0 A and AA compliance review report of the JUS SharePoint 2013 platform against current Government of Canada Web Accessibility Standards , including, site templates, web pages, document libraries, and lists;
- Identify specific SharePoint features and functionality that do not meet the Government of Canada Web Standard and offer recommended solutions for improving compliance;
- Review SharePoint 2013 from the perspective of defined Persons with Disabilities (PWDs) and offer practical solutions and workarounds for improving their user experience with this tool.
- Conduct a workshop for 4 – 8 people to review the recommendations and discuss practical ways to implement solutions and how to engage PWDs when identifying and defining solution requirements.
- Consult with PWD users and stakeholders to help ensure that our Digital Workspace efforts are aligned to help provide reasonable accommodations to help them work digitally.

### 4. TASKS AND DELIVERABLES

The Contractor will be responsible for providing:

- An on-premise SharePoint 2013 Web Accessibility and WCAG 2.0 A and AA compliance audit, and written report with compliance and usability related recommendations;
- Provide an onsite 2-3 three day advanced web accessibility solution workshop to the technical team
- Provide a 4 hour workshop to Digital Workspace Business Analysts and relationship managers to improve our awareness and responsiveness to helping to address accessibility needs related client engagement and business requirements gathering process.
- Engage Persons with Disabilities and EE stakeholders as necessary to understand their needs and concerns with respect to the Digital Workspace and offer strategies and advice to facilitating their transition and support to the Digital Workspace.

### 5. REPORTING REQUIREMENTS

The Contractor will be required to complete the SharePoint 2013 compliance and usability assessment and submit the written report no later than March 31, 2016.

### 6. PRIMARY LOCATION OF WORK, WORK SITE AND DELIVERY POINT

The Contractor will be required to conduct his primary assessment on-site under the supervision of a technical team member, and will not have access to the premise outside of normal working hours. Likewise, all training and debriefing sessions will be contacted on premise at the following location:

Department of Justice  
284 Wellington Street  
Ottawa, Ontario  
K1A 0H8

### 7. LANGUAGE OF WORK

All deliverables will be provided in English.

### 8. TRAVEL

The Contractor will be responsible for their own travel and expenses in order to work onsite in order to fulfill the terms of their contract.

### 9. CONSTRAINTS

The Contractor will be required to:

- (i) Remain within the budget allocated under this contract
- (ii) Immediately bring to the attention of the Project Authority any problem or concerns he/she may face in delivering his/her mandate.

s.19(1)  
s.20(1)(c)



Gouvernement du  
Canada

From - Dem  
PORDONICK, KAYLA  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
PHONE: 613-946-9012  
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris toute taxe de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

**Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Date of solicitation - Date de l'invitation à soumissionner	Accounting Office Code Code du bureau comptable <b>19219</b>	Requisition No. - Demande Ord. Off - Bur. demand. Yr. - Ann. Set. No - N° de série <b>19219 16 0306</b>	Page 1 of 1
Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de :	Inspection Agency - Chargé de l'inspection		
Request for proposal <input type="checkbox"/> Demande de proposition	Consignee et destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-dessous.		
Contract <input checked="" type="checkbox"/> Contrat	Direct inquiries to: Adresser toutes demandes de renseignements à : <b>PORDONICK, KAYLA 613-946-9012</b>		
Amendment <input type="checkbox"/> Modification			
All invoices, shipping bills and packing slips must include the number indicated in this box	Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à :		
<b>1921960306</b>		RESOURCE MANAGEMENT DEPARTMENT OF JUSTICE CANADA ATT: NADINE DESJARDINS 613-957-6499 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA	
Amendment No.-No. de la modification	Previous Value - Valeur précédente		
Inv./Decs. - Inv./Dir.	Revised Value - Montant Révisé		

- The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.  
Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.
- The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/388/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.  
Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/388/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taxe/Val. limite	GST% %TPS	GST Total Total TPS	Total		
00010	Senior Financial Specialist - [REDACTED]	2016-03-03	2016-04-30	19219	[REDACTED]	[REDACTED]	13%	1,768.00	15,368.00		
00020	Senior Financial Specialist - [REDACTED]	2016-03-03	2016-04-30	19219	[REDACTED]	[REDACTED]	13%	520.00	4,520.00		
	Financial Codes Codage financier 0130-20050-15---3750 -4050	Amount Montant 17,600.00									
The currency of this P.O. is - La devise de ce bon est : CAD											
Solicitation closes - L'invitation à soumissionner prend fin le At - À 00:00:00		The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefore. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.								State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.	
On - La		Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un tiers de vente.								F.O.B. Point - Point FAB      Destination	
Name and address of Vendor - Nom et adresse du fournisseur <b>SAMSON &amp; ASSOCIÉS 85 VICTORIA ST GATINEAU QC J8X 2A3 CANADA Phone: 819-772-0044</b>		Vendor (type or print) le fournisseur (en lettres moulées)								Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles <b>PR 1000020306 on file</b>	
Vendor No. - Numéro du Fournisseur <b>114386</b>		Date <b>03/03/16</b>		Telephone <b>819-595-9094</b>		Total Estimated Cost Coût global estimatif <b>\$ 19,888.00</b>		Signature <b>KPordonick</b>		For the Minister - Réservé au Ministre Title - Titre	
Fax No. - Numéro de Télécopie <b>JUS 9209-11 (07/2006)</b>		Your offer is accepted to the extent and in the manner indicated herein. Votre offre est acceptée aux conditions exposées dans les présentes.		You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.		Return the signed copy forthwith. Préfere de retourner immédiatement une copie signée.		The Vendor hereby confirms receipt of this contract. Le fournisseur reconnaît avoir reçu la présente et qu'il l'a acceptée.			



Contract # 1921960306  
Samson & Associés

## CONTRACT SPECIFICATIONS

### 1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

#### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6

- 1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.2 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 1.3 The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 1.5 The Contractor must comply with the provisions of the:
  - a) Security Requirements Check List, attached at Annex B;
  - b) Industrial Security Manual (Latest Edition).

### 2. Statement of Work

This Contract is being issued for the requirement of Professional Services of a Senior Financial Specialist to complete salary forecasting analysis and process review for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).

The work to be performed is detailed under Annex A - Statement of Work.

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 Integrity Provisions – Contract, of General Conditions 2010B incorporated by reference above is deleted in its entirety and replace with the following:

#### 31 Code of Conduct and Certifications

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.
2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following: a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies; b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following: a) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or b) paragraph 80(1)(d)



Contract # 1921960306  
Samson & Associés

(False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly: a) either one controls or has the power to control the other, or b) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.

5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.

6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### 3.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

- Pamela Grochot

### 4. Term of Contract

#### 4.1 Period of the Contract

The period of the Contract is from date of Contract to April 30, 2016 inclusive.

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Kayla Pordonick  
Senior Contracting Officer  
Department of Justice Canada  
284 Wellington Street, Ottawa ON, K1A 0H8  
Telephone: 613-948-2525  
Email: [Kayla.Pordonick@justice.gc.ca](mailto:Kayla.Pordonick@justice.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### 5.2 Project Authority

The Project Authority for the Contract is:

Diane Platt  
Director, Resource Management  
Department of Justice Canada  
284 Wellington Street, Ottawa ON, K1A 0H8  
Telephone: 613-957-4580  
Email: [Diane.Platt@justice.gc.ca](mailto:Diane.Platt@justice.gc.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

s.19(1)

s.20(1)(c)

 Department of Justice Ministère de la Justice  
Canada

Contract # 1921960306  
Samson & Associés

### 5.3 Contractor's Representative

Telephone: 819-772-0044 ext. [REDACTED]  
Email: [REDACTED] @samson.ca

### 6. Payment

#### 6.1 Basis of Payment – Firm Per Diem Rate

The Contractor will be paid the firm per diem rate as follows, for work performed in accordance with the Contract.  
Customs duties are included and Applicable Taxes are extra.

Resource: [REDACTED]

Category: Senior Financial Specialist

Firm Per Diem Rate:

Estimated Level of Effort: up to a maximum of [REDACTED] days

#### 6.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

#### 6.3 Limitation of Expenditure

6.3.1 Canada's total liability to the Contractor under the Contract must not exceed \$17,600.00. Customs duties are included and Applicable Taxes are extra.

6.3.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.3.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 6.4 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

#### 6.5 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General



Contract # 1921960306  
Samson & Associés

Conditions – Professional Services (Medium Complexity) forming part of this Contract will not apply, until the Contractor corrects the matter.

#### 7. Accounts and Audit

7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### 8. Invoicing Instructions

8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

8.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment:

Nadine Desjardins

Administrative Assistant to the Director, Resource Management

Department of Justice Canada

284 Wellington Street, Ottawa ON, K1A 0H8

Telephone: 613-957-6499

Email: [Nadine.Desjardins@justice.gc.ca](mailto:Nadine.Desjardins@justice.gc.ca)

#### 9. No Responsibility to Pay for Work not performed due to Closure of Government Offices

9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



**Department of Justice  
Canada**

Contract # 1921960306  
Samson & Associés

## 11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
  - (b) the general conditions 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity);
  - (c) Annex A, Statement of Work;
  - (d) Annex B, Security Requirements Check List;
  - (e) Annex C, Recipient Electronic Payment Registration Request Form;
  - (f) Supply Arrangement Number E60ZT-120001/388/ZT; and
  - (g) the Contractor's proposal dated March 1, 2016.

## **12. Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

### **13. Replacement of Specific Individuals**

- 13.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

13.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada

13.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

**14. Ownership**

- 14.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

14.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

14.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

14.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

### **15. Liability**

**10. Liability**  
The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in



Department of Justice  
Canada

Ministère de la Justice  
Canada

Contract # 1921960306  
Samson & Associés

death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.



Department of Justice  
Canada

Contract # 1921960306  
Samson & Associés

## ANNEX A – STATEMENT OF WORK

### 1. TITLE

Salary Forecasting Analysis and Process Review

### 2. BACKGROUND

The SAP Salary Forecasting Tool (SFT) is both a forecasting and expenditure management tool. It is designed as a financial analysis tool (not a Human Resource System) which allows managers to forecast:

1. Planned & Vacant Positions
2. Employee Salaries
3. Employee Allowances (bilingual bonus, etc.)
4. Global Costs (overtime, payment in lieu of leave, etc.)

There are several benefits to using SFT including:

- Planning and managing annual salary costs
- Identifying irregular salary expenditures (overtime, pay in lieu, parental leave allowance, etc.)
- Accessing real time data from a single system
- Improved reporting

It is important to note that there will always be variances in the forecast as a result of timing differences between the period of the forecast and the period that the salary is actually paid to the employee and posted in SAP. However, variances are also created by incomplete or improper data entry.

### 3. REQUIREMENT

The Contractor's resource will be required to complete a salary forecasts review and update. The Contractor's resource will review and reconcile/compare the SAP SFT data, review all planned staffing actions and work with Financial Management Advisors (FMAs) as needed to make changes/corrections.

The resource will also be required to develop a process and guide for all SFT users. This guide on the business process will ensure that a standardized approach is used across the Department and will complement the IFMS/SFT training (system input). Existing process maps and guides will need to be updated and the Financial Planning and Budgeting Manager and Director or Resource Management Division will need to be briefed on the revised process/guide.

### 4. TASKS AND DELIVERABLES

#### Task A:

Review the SAP Salary Forecasting Tool (SFT) data and compile all anomalies in the employee action codes used in all departmental cost centres (for example Leave Without Pay with no end date)

#### Task B:

Reconcile/compare SFT data (employee, position, global forecasts) including action codes to actual pay files and/or FMA/manager planned staffing records to identify and compile errors/anomalies.

#### Task C:

Review all planned staffing actions:

- Confirm dates and positions
- Identify if start date is reasonable and achievable
- Analyze all records that appear erroneous
- Follow up with Financial Management Advisors (FMAs) to confirm data in SFT represents fairly the managers' actual and anticipated workforce

#### Task D:

Consult with FMAs to:

- Confirm their understanding of managers' planned staffing requirements and employment/pay status of current employees.
- As needed, advise/notify them of required changes/corrections

#### Deliverable Due Date: Task A-D

Salary forecasts review and update must be completed by March 31, 2016



Contract # 1921960306  
Samson & Associés

**Task E:**

Following the above review (Task A to D), develop a process and a guide for all SFT users which will include:

- How to avoid most common SFT errors and correct them if required
- A checklist (step by step) to guide SFT users when and how to record and correct information in SFT.

**Task F:**

Review and, as needed, modify existing SFT reference guides and process maps and/or develop a new guide to improve user efficacy, reduce error rates and/or facilitate trouble shooting/correction of common errors.

**Task G:**

Brief Financial Planning and Budgeting Manager and Director or Resource Management Division on revised process/guide.

**Deliverable Due Date: Task E-G**

Guide for all SFT users, modification of SFT reference guides and process maps and/or development of new guide, and briefing must be completed by April 30, 2016.

**5. PRIMARY LOCATION OF WORK, WORK SITE AND DELIVERY POINT**

The Contractor will be required to work at the following address: Department of Justice, 284 Wellington Street, Ottawa, Ontario, K1A 0H8 and/or the Contractor's premises, as required and agreed upon by the Project Authority in the case of creation of documentation/planning that does not involve direct work with Justice documents and sensitive information.

**6. LANGUAGE OF WORK**

The Contractor's resource must provide services and all deliverables in English.

**7. TRAVEL**

The Contractor will be responsible for their own travel and expenses in order to work onsite in order to fulfill the terms of their contract.

S.19(1)  
S.20(1)(c)



Gouvernement du  
Canada

From - Dated

**BEAUVAIS-LEFORT, M**  
NATIONAL CAPITAL REGION  
REGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
PHONE: 613-952-2243  
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is added as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

A moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'excise pertinente compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimé. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/802/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/802/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees Val. Limit Taux/Val. Limite	GST% %TPS	GST Total Total TPS	Total
00010	Senior HR Consultant - [REDACTED]	2016.03.09	2016.07.31	19294	[REDACTED]	[REDACTED]	13%	247.00	2,147.00
00020	Intermediate HR Consultant	2016.03.09	2016.07.31	19294	[REDACTED]	[REDACTED]	13%	224.25	1,949.25
00030	Senior HR Consultant - [REDACTED] FY 16-17	2016.03.09	2016.07.31	19294	[REDACTED]	[REDACTED]	13%	370.50	3,220.50
00040	Intermediate HR Consultant	2016.03.09	2016.07.31	19294	[REDACTED]	[REDACTED]	13%	1,345.50	11,695.50

Solicitation closes - L'invitation à soumissionner prend fin le At - À 00:00		The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out herefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.							
On - Le		Le fournisseur offre et connaît de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, ou où aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.							
Name and address of Vendor - Nom et adresse du fournisseur <b>EAST TRACK STAFFING INC.</b> 202C-1960 SCOTT ST OTTAWA ON K1Z 8L8 CANADA Phone: 613-695-9800		Name and title of person authorized to sign on behalf of Vendor (Type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (Saisissez ou imprimez)							
Vendor No. - No. du Fournisseur 143645		Total Estimated Cost Coût global estimatif \$ 19,012.25							
Fax No. - No. de Télécopie 613-482-5000		Date Telephone No. - N° de Téléphone 03/09/16 613-695-9800 For the Minister - Réserve au Ministre Signature - Signature Mélodie B 2016-03-02							
JUS 9200-11 (07/2006)		Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.							
		You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.							
		Return the signed copy forthwith. Préparez de retourner immédiatement cette copie signée.							
		The Vendor hereby certifies that he has read and understood this contract. Le fournisseur certifie par la présente qu'il a lu et compris ce contrat.							



Government of  
Canada

Gouvernement du  
Canada

Supply Arrangement/Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M-D-J	To - A Y-A M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fee/Val. Limit Taux/Vale limité	GST% %TPS	GST Total Total TPS	Total
	<p>Financial Codes Codage financier 0130-18062-15--3720 -4080</p> <p>-----</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>								

JUS 9200-11 (07/2008)

Requisition No. - Demande  
Ord. Off - But demandé Yr. - An Ser. No. - N° de série  
19294 16 0342

Page 2 of 2

000361



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition No. -1000020342

**Resulting Contract Clauses  
E60ZT-120001/802/ZT**

**1. Security Requirement**

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#2**

1. The Contractor must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening(DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor must comply with the provisions of:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
  - b. *Industrial Security Manual* (Latest Edition).

**2. Statement of Work**

This bid solicitation is being issued for the requirement of Professional Services of four (4 ) Human Resource Consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

**3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

**4. General Conditions**

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

**5. Term of Contract**

**5.1 Period of the Contract**

The Work is to be performed during the period of March 9, 2016 to July 31st, 2016.

**5.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional three (3) months period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

s.19(1)



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition No. - 1000020342

Canada may exercise this option at any time by sending a written notice to the Contractor at least 7(seven) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 6. Authorities

##### 6.1 Contracting Authority

The Contracting Authority for the Contract is:  
Mélanie Beauvais Lefort  
Contracting Officer  
Department of Justice Canada  
Contracting and Material Management Division  
284 Wellington Street, EMD1239  
Ottawa, ON K1A 0H8  
Telephone: 613-952-2243  
E-mail: [Melanie.beauvais-lefort@justice.gc.ca](mailto:Melanie.beauvais-lefort@justice.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

##### 6.2 Project Authority

The Project Authority for the Contract is:  
Violet Fox  
Manager, Financial Application  
Information Solutions Branch  
Department of Justice Canada  
275 Sparks Street, SAT - 9101  
Ottawa, Ontario K1A 0H8  
Telephone: 613-790-4867  
E-mail address: [violet.fox@justice.gc.ca](mailto:violet.fox@justice.gc.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

##### 6.3 Contractor's Representative

202C-1960 Scott Street  
Ottawa ON K1Z 8L8  
Telephone: 613-695-9800  
Email: [\[REDACTED\]@fasittrackstaffing.com](mailto:[REDACTED]@fasittrackstaffing.com)

s.19(1)

s.20(1)(c)



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition No. - 1000020342

## 7. Payment

### 7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of \$16,825.00 Customs duties are included and Applicable Taxes are extra.

Consultant: [REDACTED]  
Per Diem Rate: [REDACTED] plus taxes

Consultant: [REDACTED]  
Per Diem Rate: [REDACTED] plus taxes

Payment for the work performed shall be made on the following basis:

Senior HR Consultant	
A maximum of days* of effort @	\$4,750.00 plus taxes
Intermediate HR Consultant	
A maximum of days* @	\$12,075.00 plus taxes
Sub-total	\$16,825.00
HST	\$2,187.25
<b>TOTAL</b>	<b>\$19,012.25</b>

\* One day of work is 7.5 hours.

### 7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$16,825.00: Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:  
a. when it is 75 percent committed, or  
b. four (4) months before the contract expiry date, or  
c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,  
whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.



### 7.3 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

### 7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-08-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20 – Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

### 7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
  - b) The accuracy of the Contractor's time recording system.
  - c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
  - d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
- Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition No. - 1000020342

#### **7.6 Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### **8. Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Catherine Charbonneau  
Project Support Officer  
Information Solutions Branch  
275 Sparks Street, SAT – 11074  
Ottawa Ontario, K1A 0H8  
Telephone: 613863-5383  
E-mail: [catherine.charbonneau@justice.gc.ca](mailto:catherine.charbonneau@justice.gc.ca)

#### **8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices**

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### **9. Certifications - Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### **10. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition No. - 1000020342

**11. Priority of Documents**

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Supply Arrangement Number E60ZT-120001/802/ZT
- e. The Contractor's proposal dated February 17, 2016, amended on March 8, 2016

**12 Basis for Canada's Ownership of Intellectual Property**

The Department of Justice Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

**13. Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

**14. Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition No. -1000020342

#### **15. Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

#### **16. Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

#### **17. Intellectual Property Infringement and Royalties**

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition No. - 1000020342

(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



Department of Justice  
Canada

Ministère de la Justice  
Canada

Requisition No. - 1000020342

## Annexe A – Statement of Work

### 1 TITLE

HR Services are being requested to provide support to Justice to lead a CS-02 Process with 3 streams.

### 2 OBJECTIVE

This contract is requested to provide support to the contract authority to lead, execute and complete a CS-02 Process. This contract will commence in fiscal year 2015/16 and will be completed in FY 2016/17. Tasks and deliverables are defined below.

### 3. BACKGROUND

Justice Canada requires a CS-02 staffing process to be run to support the Information Solutions Branch. The organization is seeking the professional services of HR consultants on call to manage and execute required HR activities on an 'as and when needed' basis.

### 4. SCOPE OF WORK

The Staffing Process is to be done for an estimation of 100 candidates.

As directed by the Project Authority, the following deliverables are expected to be provided with respect to HR requirements and staffing processes:

#### Step 1: To be done by March 31<sup>st</sup>, 2016

- Initiate the collective CS-02 process including
  - Ramp up on process (meetings and reading)
  - Create the Statement of Merit Criteria (SoMC)
  - Commence with the material generation
  - Assist HR with the poster. Poster to be completed for CS-02 Advertised process including 3 streams.

#### Step 2: To be done by July 31<sup>st</sup> 2016

- All remaining work (tasks) listed below to complete the staffing process for CS-2 positions under 3 streams.



## 5. TASK AND DELIVERABLE

### 5.1 Process Preparation

- Ramp up on process (meetings and reading): Step1
- Participate in meetings and provide necessary status updates: Step 1 and 2
- Create the Statement of Merit Criteria (SoMC): Step 1
- Assist HR with the poster as required: Step 1
- Prepare a master rating guide for the process, including all relevant marking grids Step 2
- Coordinate the approval of all major documents. Step 1 and 2

Note: Justice HR and the technical authority are responsible to sign off on all major documents.

### 5.2 Material Generation

- Develop test material Step 1 and 2
- Develop Interview Guide Step 1 and 2
- Develop a Reference Check Guide Step 1 and 2
- Develop any other relevant material required for evaluation Step 1 and 2

### 5.3 Deliverable

- Screen all resumes Step 2
- Coordinate and execute a written exam (to be marked by client) Step 2
- Create a list of candidates for the interview process Step 2
- Gather and collate interview results (interviews conducted by the client) Step 2
- Complete the reference checks Step 2
- Coordinate the collation of results Step 2
- Complete screening informal discussions as requested Step 2

### 5.4 Documentation

- Documentation of all results provided in a manner acceptable to HR for the completion of the process Step 1 and 2
- Submit Documentation to Project Authority and HR for final approval Step 1 and 2

### 5.5 Other HR Support

Other HR Activities as requested by the Project Authority Step 1 and 2

## 6. REPORTING REQUIREMENTS

The Contractor must prepare a monthly status report in a format acceptable to the Project Leader. This report should include, without being limited to, timesheets showing hours worked on a daily basis, financial reports, progress reports, expected delays and corrective measures.

s.19(1)  
s.20(1)(c)

Gouvernement du  
Canada

**Supply Arrangement Solicitation/Contract**  
**Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats**

Date of solicitation - Date de l'invitation à soumissionner		Accounting Office Code Code du bureau comptable <b>19219</b>	Requisition No. - Demande Ord. Off - Bur. deman. <b>19219</b> Yr. - An. <b>16</b> Ser. No. - N° de série <b>0410</b>	Page <b>1</b> of <b>1</b>
Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de :		Inspection Agency - Chargé de l'inspection		
Request for proposal <input type="checkbox"/> Demande de proposition		Consignee et destination unless specified herein. Destinataire au point de destination seul si indiqué ci-dessus.		
Contract <input checked="" type="checkbox"/> Contrat				
Amendment <input type="checkbox"/> Modification		Direct inquiries to: Adresser toutes demandes de renseignements à: <b>PORDONICK, KAYLA</b> <b>613-946-9012</b>		
<p>All invoices, shipping bills and packing slips must include the number indicated in this box.</p> <p><b>1921960410</b></p> <p>Le numéros figurant dans cette case doit être indiqué dans toutes les factures, tous les connaissances et tous les bordereaux d'accompagnement.</p>		<p>Invoices - Original and two copies are to be sent to: Factures - Remplir et envoyer l'original et deux copies à:</p> <p><b>RESOURCE MANAGEMENT</b> <b>DEPARTMENT OF JUSTICE CANADA</b> <b>ATT: NADINE DESJARDINS 613-957-6499</b> <b>284 WELLINGTON ST</b> <b>OTTAWA ON K1A 0H8</b> <b>CANADA</b></p>		
All invoices, shipping bills and packing slips must include the number indicated in this box.				
Amendment No.-No. de la modification		Previous Value - Valeur précédente		
Inc./Decs. - Aug./Dim.		Revised Value - Montant Révisé		

It is to be in Canadian funds and include applicable Canadian customs and excise duties from unit prices. GST is extra as applicable to the unit price, packaging and are F.O.B. (including all delivery charges) table; for provincial taxes, see the Supply Arrangement.

Le la Couronne, tous les prix seront en monnaie canadienne, les droits et taxes sur les produits et services (TPS) n'est pas comprise dans les prix. La TPS est comprise dans le coût total estimatif. Les prix comprennent tous les frais de livraison) aux destinations indiquées dans les termes qui concerne les taxes provinciales, voir l'Arrangement en matière

of any other person authorized to act on the Minister's behalf.  
Il et toute autre personne désignée pour le remplacer.

ment Serial No. **E60ZT-120001/857/ZT** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.  
approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/857/ZT**

Description	From - De Y-A M-D-J	To - À Y-A M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Vat. Limit Taux/Vat. limite	GST% %TPS	GST Total Total TPS	Total
50 - 4050	2016.03.17	2016.05.13	19219			13%	702.00	6,102.00
	2016.03.17	2016.05.13	19219			13%	2,145.00	18,645.00

Amount  
Montant  
**21,900.00**

Is P.O. is - La devise de ce bon est : CAD

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (Type or print).  
Nom et titre de la personne autorisée à signer au nom du Vendeur (Typé ou imprimé).

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.  
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles.

Date **March 16, 2016** Telephone No. - N° de téléphone **613-627-2158** Signature **K. Pordonick** Date **March 16, 2016**

Total Estimated Cost  
Coût global estimatif  
**\$ 24,747.00** For the Minister - Réservé au Ministre

Your offer is accepted to the extent specified herein.  
Votre offre est acceptée aux conditions exposées dans les présentes.

You are requested to supply as indicated herein.  
Nous vous demandons de fournir ce qui est précisé dans les présentes.

Return the signed copy forthwith.  
Prélevez et retournez immédiatement une copie du document signé.

The Vendor hereby accepts/acknowledges this contract.  
Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et



Gouvernement du  
Canada

s.19(1)  
s.20(1)(c)

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Ded

PORDONICK, KAYLA  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
PHONE: 613-946-9012  
FAX:

Date of solicitation - Date de l'invitation à soumissionner
---

Clauses (1) and (2) below will form part of this:  
Les clauses 1 et 2 ci-dessous font partie du document de :

- Request for proposal  Demande de proposition  
 Contract Contrat  
 Amendment Modification

Accounting Office Code Code du bureau comptable 19219	Requisition No. - Demande Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série 19219 16 0410	Page 1 of 1 Inspection Agency - Chargé de l'inspection Consignee at destination unless specified herein. Destinataire au point de destination sauf si indiqué ci-bas. Direct inquiries to: Adresser toutes demandes de renseignements à : PORDONICK, KAYLA 613-946-9012
Destination RESOURCE MANAGEMENT DEPARTMENT OF JUSTICE CANADA ATT: NADINE DESJARDINS 613-957-6499 284 WELLINGTON ST OTTAWA ON K1A 0H8 CANADA		

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/857/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/857/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
00010	Snr Financial Specialist - [REDACTED]	2016.03.17	2016.05.13	19219			13%	702.00	6,102.00
00020	Snr Financial Specialist - [REDACTED]	2016.03.17	2016.05.13	19219			13%	2,145.00	18,645.00
	Financial Codes Codage financier 0130-20050-15--3750 -4050	Amount Montant 21,900.00							
	The currency of this P.O. is - La devise de ce bon est : CAD								

Solicitation closes - L'invitation à soumissionner prend fin le  
At - À 00:00:00

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets and the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

State point of manufacture/shipping of goods or where service is to be performed.  
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

On - Le

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

F.O.B. Point - Point FAB      Destination

Name and address of Vendor - Nom et adresse du fournisseur

Name and title of person authorized to sign on behalf of Vendor (type or print)  
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

Pursuant to Section 32(1) of the Financial Administration Act, funds are available.  
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles

THE RIGHT DOOR  
300-100 GLOUCESTER ST  
OTTAWA ON K2P 0A4  
CANADA

Phone: 613-627-2158

Signature

Date

Telephone No. - N° de téléphone

Total Estimated Cost  
Coût global estimatif

\$ 24,747.00

For the Minister - Réservé au Ministre

[Signature]

Date

Your offer is accepted to the extent specified herein.  
Votre offre est acceptée aux conditions exposées dans les présentes.

You are requested to supply as indicated herein.  
Nous vous demandons de fournir ce qui est précisé dans les présentes.

Return the signed copy forthwith.  
Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby accepts/acknowledges this contract.  
Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

Signature

Title - Titre

Vendor No. - No. du Fournisseur

143675

JUS 9200-11 (07/2006)



Department of Justice  
Canada Ministère de la Justice  
Canada

Contract # 1921960410  
The Right Door Consulting and Solutions Inc.

## CONTRACT SPECIFICATIONS

### 1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

#### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6

- 1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.2 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 1.3 The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 1.5 The Contractor must comply with the provisions of the:
  - a) Security Requirements Check List, attached at Annex B;
  - b) Industrial Security Manual (Latest Edition).

### 2. Statement of Work

This Contract is being issued for the requirement of Professional Services of a Senior Financial Specialist to develop a costing framework and review the departmental reserve template for the Department of Justice Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.).

The work to be performed is detailed under Annex A - Statement of Work.

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 Integrity Provisions – Contract, of General Conditions 2010B incorporated by reference above is deleted in its entirety and replace with the following:

#### 31 Code of Conduct and Certifications

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.
2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following: a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies; b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following: a) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or b) paragraph 80(1)(d)



Department of Justice  
Canada      Ministère de la Justice  
Canada

Contract # 1921960410  
The Right Door Consulting and Solutions Inc.

(False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly: a) either one controls or has the power to control the other, or b) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.

5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.

6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### **3.2 Specific Person(s)**

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

- William Callaghan

### **4. Term of Contract**

#### **4.1 Period of the Contract**

The period of the Contract is from date of Contract to May 13, 2016 inclusive.

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Kayla Pordonick  
Senior Contracting Officer  
Department of Justice Canada  
284 Wellington Street, Ottawa ON, K1A 0H8  
Telephone: 613-948-2525  
Email: [Kayla.Pordonick@justice.gc.ca](mailto:Kayla.Pordonick@justice.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### **5.2 Project Authority**

The Project Authority for the Contract is:

Diane Platt  
Director, Resource Management  
Department of Justice Canada  
284 Wellington Street, Ottawa ON, K1A 0H8  
Telephone: 613-957-4580  
Email: [Diane.Platt@justice.gc.ca](mailto:Diane.Platt@justice.gc.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

s.19(1)

s.20(1)(c)

 Department of Justice  
Canada Ministère de la Justice  
Canada

Contract # 1921960410  
The Right Door Consulting and Solutions Inc.

### 5.3 Contractor's Representative

Telephone: 613-627-2158

Email: [@therightdoor.ca](mailto:@therightdoor.ca)

### 6. Payment

#### 6.1 Basis of Payment – Firm Per Diem Rate

The Contractor will be paid the firm per diem rate as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Resource:

Category: Senior Financial Specialist

Firm Per Diem Rate:

Estimated Level of Effort: up to a maximum of [REDACTED] days

#### 6.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

#### 6.3 Limitation of Expenditure

6.3.1 Canada's total liability to the Contractor under the Contract must not exceed \$21,900.00. Customs duties are included and Applicable Taxes are extra.

6.3.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.3.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 6.4 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada.

#### 6.5 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein



Department of Justice  
Canada      Ministère de la Justice  
Canada

Contract # 1921960410  
The Right Door Consulting and Solutions Inc.

under Article 14 - Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) forming part of this Contract will not apply, until the Contractor corrects the matter.

## 7. Accounts and Audit

7.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

7.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

7.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

7.4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

## 8. Invoicing Instructions

8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

8.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment:

Nadine Desjardins

Administrative Assistant to the Director, Resource Management

Department of Justice Canada

284 Wellington Street, Ottawa ON, K1A 0H8

Telephone: 613-957-6499

Email: [Nadine.Desjardins@justice.gc.ca](mailto:Nadine.Desjardins@justice.gc.ca)

## 9. No Responsibility to Pay for Work not performed due to Closure of Government Offices

9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

## 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



## 11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List
- (e) Annex C, Recipient Electronic Payment Registration Request Form;
- (f) Supply Arrangement Number E60ZT-120001/857/ZT; and
- (g) the Contractor's proposal dated March 13, 2016.

## 12. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

## 13. Replacement of Specific Individuals

13.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

13.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada

13.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

## 14. Ownership

14.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

14.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

14.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

14.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.



Department of Justice  
Canada      Ministère de la Justice  
Canada

Contract # 1921960410  
The Right Door Consulting and Solutions Inc.

**15. Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.



Contract # 1921960410  
The Right Door Consulting and Solutions Inc.

## ANNEX A – STATEMENT OF WORK

### 1. TITLE

Costing Framework and Review of the Departmental Reserve Template

### 2. OBJECTIVE

The objective of this Contract is to retain the services of a Senior Financial Specialist to develop a costing framework for the Department of Justice Canada and to review the Departmental Reserve template.

### 3. TASKS

#### Task A:

Review existing departmental and TBS policies, guidelines and frameworks on costing to develop best practices.

#### Task B:

Develop a Costing Framework/Guideline for the Department of Justice Canada based on best practices on the following specific topics:

- a) Departmental guidelines in costing of salary and FTEs on numerous topics such as transfer of employees/organizations to new projects/initiatives.
- b) Departmental guidelines in costing on O&M per FTE.
- c) Define scope of Project/Initiative Costing in identifying what is included and excluded.
- d) Define life cycle costing of a project/initiative.
- e) Clear definition and guidelines between full and incremental costs.

#### Task C:

Document Department of Justice Canada processes and procedures in the annual development of the Legal Services Rates and its related Hybrid Funding Model.

#### Task D:

Develop a revised costing template for project funding requests against the departmental reserve.

#### Task E:

Define viable options and methodologies in the repatriation of a-base resources from client departments to Justice based on OGDs best practices if the Hybrid Funding model is modified.

#### Task F

Brief Resource Management Division Managers and Director on the revised process/guide.

### 4. DELIVERABLES

The deliverables are as follows:

- 1) Costing Framework
- 2) Revised Costing Templates

#### Deliverable Due Dates:

Deliverable due dates are to be determined by the Project Authority, but the deliverables must be completed and approved by the Project Authority no later than May 15, 2016.

### 5. PRIMARY LOCATION OF WORK, WORK SITE AND DELIVERY POINT

The Contractor will be required to work at the following address: Department of Justice, 284 Wellington Street, Ottawa, Ontario, K1A 0H8 and/or the Contractor's premises, as required and agreed upon by the Project Authority in the case of creation of documentation/planning that does not involve direct work with Department of Justice Canada documents and sensitive information.

### 6. LANGUAGE OF WORK

The Contractor's resource must provide services and all deliverables in English.

### 7. TRAVEL

The Contractor will be responsible for their own travel and expenses in order to work onsite at the Department of Justice in order to fulfill the terms of the Contract.

s.19(1)  
s.20(1)(c)



Gouvernement du  
Canada

From - Ded  
**BEAUVAIS-LEFORT, M.**  
NATIONAL CAPITAL REGION  
RÉGION DE CAPITALE NATIONALE  
284 WELLINGTON ST  
OTTAWA ON K1A 0H8  
CANADA  
PHONE: 613-952-2243  
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et les taxes excise comprises. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est indiquée ci-dessous. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont F.A.B. (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

Supply Arrangement Solicitation/Contract  
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Date of solicitation - Date de l'invitation à soumissionner	Accounting Office Code Code du bureau comptable <b>19285</b>	Requisition No. - Demande Dir. Off. - Bur. demand. Yr. - Ann. Ser. No. - N° de série <b>19285 16 0428</b>	Page 1 of 1						
Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document ci-dessous:	Inspection Agency - Chargé de l'inspection								
Request for proposal <input type="checkbox"/> Demande de proposition	Consignee et destinataire au point de destination sauf si indiqué ci-dessous.								
Contract <input checked="" type="checkbox"/> Contrat	Destinataire au point de destination sauf si indiqué ci-dessous.								
Amendment <input type="checkbox"/> Modification	Direct inquiries to: Adresser toutes demandes de renseignements à: <b>BEAUVAIS-LEFORT, M.</b> 613-952-2243								
<p>All invoices, shipping bills and packing slips must include the number indicated in this box.</p> <p>Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les courriers et tous les bordereaux d'accompagnement.</p> <p><b>19285 60428</b></p> <table border="1"> <thead> <tr> <th>Amendment No.-No. de la modification</th> <th>Previous Value - Valeur précédente</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> <tr> <td>Inc./Docs. - Aug./Dim.</td> <td>Revised Value - Montant Révisé</td> </tr> </tbody> </table>				Amendment No.-No. de la modification	Previous Value - Valeur précédente			Inc./Docs. - Aug./Dim.	Revised Value - Montant Révisé
Amendment No.-No. de la modification	Previous Value - Valeur précédente								
Inc./Docs. - Aug./Dim.	Revised Value - Montant Révisé								

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/462/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZT-120001/462/ZT sont incorporées dans les présentes.

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Vat. Limit Taux/Val. Limite	GST% %TPS	GST Total Total TPS	Total
00010	Mental Health Initiative	2016-03-30	2016-06-30	19285			13%	290.55	2,525.55
00020	Mental Health Initiative	2016-03-30	2016-06-30	19285			13%	2,179.45	18,944.45
	Financial Codes Codage financier 0130-18045-15--3750 -4060								

The currency of this P.O. is - La devise de ce bon est : CAD

Solicitation closes - L'invitation à soumissionner prend fin le  
At - À  
00:00:00

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets and the price(s) set out thereafter. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Site point of manufacture/shipping of goods or where service is to be performed.  
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

On - Le

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, ou au prix indiqué. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

F.O.B. Point / Point FAB      Destination  
Pursuant to Section 32(1) of the Financial Administration Act, funds are available.  
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles.

Name and address of Vendor - Nom et adresse du fournisseur

OMR STAFFING SOLUTIONS  
906-75 ALBERT ST  
OTTAWA ON K1P 5E7  
CANADA  
Phone: 613-234-4972

Name \_\_\_\_\_  
Nom \_\_\_\_\_

Date \_\_\_\_\_

Vendor No.- No du Fournisseur      Fax No.- No. de Télécopie

128321

JUS 9200-11 (07/2006)

Votre offre est acceptée aux conditions exposées dans les présentes.

Je suis et je ferai signer le document ci-dessous.

Date \_\_\_\_\_ Telephone No. - N° de téléphone  
Mar 30/16 613-234-4972

Supply \_\_\_\_\_

as indicated \_\_\_\_\_

Return the signed copy forthwith.  
Priez de retourner immédiatement une copie délivrée signée.

Estimated Cost  
Coût global estimatif  
\$ 21,470.00

Date \_\_\_\_\_

For the Minister - Réservé au Ministre

Signature \_\_\_\_\_

Wedges this contract. \_\_\_\_\_

I present copy of my signature \_\_\_\_\_



Resulting Contract Clauses  
E60ZT-120001/462/ZT

## 1. Security Requirement

### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#2

1. The Contractor must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
  - b. *Industrial Security Manual* (Latest Edition).

## 2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of one (1) Business Analyst Consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

## 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

## 4. General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

## 5. Term of Contract

### 5.1 Period of the Contract

The Work is to be performed during the period of March 30th, 2016 to June 30th, 2016.

### 5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional three (3) months period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.



Department of Justice  
Canada

Ministère de la Justice  
Canada

s.19(1)

Requisition No. – 1000020428

Canada may exercise this option at any time by sending a written notice to the Contractor at least 7(seven) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 6. Authorities

### 6.1 Contracting Authority

The Contracting Authority for the Contract is:  
Mélanie Beauvais Lefort  
Contracting Officer  
Department of Justice Canada  
Contracting and Materiel Management Division  
284 Wellington Street, EMD1239  
Ottawa, ON K1A 0H8  
Telephone: 613-952-2243  
E-mail: [Melanie.beauvais-lefort@justice.gc.ca](mailto:Melanie.beauvais-lefort@justice.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 6.2 Project Authority

The Project Authority for the Contract is:  
Bruno Theriault  
Director General, Workplace Branch  
Department of Justice Canada  
350 Albert Street, Suite 300  
Ottawa Ontario, K1A 0H8  
Telephone: 613-941-2818  
E-mail address: [bruno.theriault@justice.gc.ca](mailto:bruno.theriault@justice.gc.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.3 Contractor's Representative

[REDACTED]  
75 Albert Street, Suite 906  
Ottawa ON K1P 5E7  
Telephone: 613-234-4972 ext. [REDACTED]  
Email: [bidresponse@qmrconsulting.com](mailto:bidresponse@qmrconsulting.com)



Department of Justice  
Canada

Ministère de la Justice  
Canada

s.19(1)  
s.20(1)(c)

Requisition No. – 1000020428

## 7. Payment

### 7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of \$19,000.00. Customs duties are included and Applicable Taxes are extra.

Consultant:

Per Diem Rate: plus taxes

Payment for the work performed shall be made on the following basis:

Peter Hadwen – Senior Business Analyst Consultant		
A maximum of	days of effort @	\$19,000.00 plus taxes
HST		\$2,470.00
TOTAL		\$21,470.00

### 7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$19,000.00. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,  
whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.



### **7.3 Method of Payment – Multiple Payments**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

### **7.4 Payment by Direct Deposit**

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20– Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

### **7.5 Discretionary Audit**

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
- d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.



## 7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

## 8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Diane Latreille  
Administrative Officer  
Workplace Branch  
350 Albert Street, Suite 300  
Ottawa Ontario, K1A 0H8  
Telephone: 613-952-6551  
E-mail: [diane.latreille@justice.gc.ca](mailto:diane.latreille@justice.gc.ca)

## 8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

## 9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



## 11. Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Supply Arrangement Number E60ZT-120001/462/ZT
- e. The Contractor's proposal dated March 9, 2016

## 12 Basis for Canada's Ownership of Intellectual Property

The Department of Justice Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

## 13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

## 14. Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



## 15. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

## 16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

## 17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or



(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



## Annexe A – Statement of Work

### 1 TITLE

Mental Health Departmental Action Plan

### 2 OBJECTIVE

The objective of this contract is to support and deliver some important components of the recent departmental action plan on Mental Health. This work will help the Department of Justice to implement its mental health strategy for the organization.

### 3. REQUIREMENT DESCRIPTION

The Department of Justice has recently developed a draft action plan to support psychological health in the organization. The services required by the consulting firm will be to develop and deliver some components of the action plan. The focus of this work will be on developing a framework for plan and performance, establishing the basis for monitoring performance against plan, and ensuring effective governance is in place to enable progress against plan. The deliverables will leverage best practices in other government departments, and also build on the work already accomplished by Justice Canada. See Section 6.2 and 6.3 for details

### 4. SCOPE OF WORK

#### 4.1 Tasks / Detailed Services

**1- Project Kick-off (review of proposal workplan, preparation of questions and comments)**

**Due date; March 31st, 2016**

**2- Discovery (Initial Content)**

- a. Request and review of relevant documents. This will include Justice Canada program documents, but also documents from other government departments with similar psychological health in the workplace programs (e.g., ESDC, and also the consultative results of TBS).
- b. Development of an outline/framework documents to create a visual and content understanding of "What is being built" for the final deliverable (e.g. structure, text, graphics, and tables suitable for the final deliverables (word document and power point)
- c. Discussion and confirmation of the key structure and proposed content for all key deliverables. For example, this will include confirming the logic model and performance measurement framework. It will also include a roughed out version of the Terms of Reference for the governance committee.

**Due date: Second week of April, 2016**



**3- Establish Draft Content of key Deliverables to make Ready for Stakeholder Forum**

- a. Conduct interviews with Champion and selected stakeholders regarding SWOT of current psychologic health at Justice, vision (end state), priority activities, governance requirements, desired outcomes
- b. Conduct working sessions/meetings with Workplace Branch officials to put content around the following structures to make them ready for the One-Day forum of stakeholders:
  - i. Framework
  - ii. Governance (committee)
  - iii. Performance measurement
  - iv. Agenda and facilitation approach for forum
- c. Prepare and submit drafts to the client, and review and finalize as drafts for use in the one-day forum

**Due date: end of April, 2016**

**4- Conduct One-Day Forum of Stakeholders**

- a. Develop and refine agenda and facilitation approach
- b. Facilitate the session in both official languages – with reference to the documents/structures prepared in task 3. The goal of the session is to present the proposed framework, obtain support for its contents, and facilitate agreement on a list of priority actions phased over a multi-year time period. Time permitting the forum should also review the draft Terms of Reference for the Committee, and the draft performance indicators.
- c. Prepare a short report on the session, which will include content and recommendations about the framework.

**Due date: Second week of May, 2016**

**5- Prepare Final Deliverables**

- a. Revisions to the Terms of Reference will be prepared for final review by the Champion.
- b. Completion of a report on AS IS and TO BE organization structure.

**Due date; End of May, 2016**

**4.2 Deliverables and Acceptance Criteria**

The Consulting firm will be responsible to deliver the following results:

**1) Mental Health Framework:**

Develop a Mental Health Framework that will set out the vision, desired outcomes, pillars of activities and the expected outputs and short-term outcomes. This will set the basis for an integrated plan of priority activities phased-out over the next three years to achieve



measurable outcomes. The framework will be in a placemat format with supporting description.

**2) Stakeholders Forum:**

Organize and facilitate a one-day forum with stakeholders to discuss the current organizational approach on psychological health. The key output of the forum will be a list of priority actions phased out over a multi-year roadmap.

**3) Mental Health Departmental Committee:**

Develop Terms of Reference, membership and governance relating to the proposed action to establish a departmental committee to provide guidance and direction on the management of psychological health lead by the Mental Health Champion.

**4) Performance Measurement Plan :**

Identify key performance indicators to monitor the status of psychological health and assess progress. These indicators will align with the framework, and follow SMART principles. They will be leading and lagging indicators to serve as the basis for continuous improvement of services